

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
10-CA-216313Date Filed
March 12, 2018**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Amazon.com		b. Tel. No. (188) 828-0433	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) PO Box 80726 WA Seattle 98108-0726		e. Employer Representative	
		g. e-Mail	
		h. Number of workers employed 600	
i. Type of Establishment (factory, mine, wholesaler, etc.) Others		j. Identify principal product or service Customer Order Fulfillment Center	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3, 2 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
--See additional page--			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C) Title:			
4a. Address (Street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)		4b. Tel. No. (b) (6), (b) (7)	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail (b) (6), (b) (7)(C)	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (b) (6), (b) (7)	
By (b) (6), (b) (7)(C) (signature of representative or person making charge)		Office, if any, Cell No.	
Title: (b) (6), (b) (7)(C) (Print/type name and title or office, if any)		Fax No.	
Address (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	
		03/12/2018 08:53:37 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2018

8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2018

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	termination/threats/intimidation	(b) (6), (b) (7)(C) 2018

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	termination/threats/intimidation	(b) (6), (b) (7)(C) 2018

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
I must acknowledge the Appeals Process Policy

8(a)(2)

Within the previous six months, the Employer has unlawfully recognized and bargained with a labor organization that does not have the support of the majority of the employer's employees.

8(a)(2)

Within the previous six months, the Employer has provided unlawful assistance and support to a labor organization.

8(a)(2)

Within the previous six months, the Employer unlawfully dominated or controlled the operations of a labor organization.

Additional Information in Support of Charge

Charging Party Name : (b) (6), (b) (7)(C)

Inquiry Number : (b) (6), (b) (7)(C)

Date Submitted : 03/12/2018 08:53:37

Please provide a brief description of the specific conduct involved in your charge. The information you provide may be viewed by the charged party in the event of a formal proceeding, so PLEASE DO NOT GIVE A DETAILED ACCOUNT OF YOUR CHARGE OR A LIST OF POTENTIAL WITNESSES AT THIS TIME. A Board Agent will contact you to obtain this and other detailed information after your charge is docketed. After you submit this E-Filed Charge form, you will receive a confirmation email with an Inquiry Number (Sample Inquiry Number: 1-1234567890) and a link to the E-Filing web page. You may use the link and the Inquiry number provided in the email to e-file any additional documents you wish to present in support of your charge.

Additional Information Provided:

In (b) (6), (b) (7)(C) of 2018 I was retaliated against for making complaints in February about fire safety hazards that had been created by site management, to shorten our break periods in violation of OSHA regulations and Company Policy. I am now being forced under threat of permanent to termination to acknowledgment the company's unlawful labor organization, as a new condition to retain my employment, and access to senior management.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 10
233 Peachtree St NE
Harris Tower Suite 1000
Atlanta, GA 30303-1504

Agency Website: www.nlrb.gov
Telephone: (404)331-2896
Fax: (404)331-2858



Download
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March 12, 2018

Amazon.com
PO Box 80726
Seattle, WA 98108-0726

Re: Amazon.com
Case 10-CA-216313

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Kurt Brandner whose telephone number is (470)343-7491. If this Board agent is not available, you may contact Field Attorney MATTHEW TURNER whose telephone number is (470)343-7497.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

March 12, 2018

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "John D. Doyle Jr". The signature is written in a cursive style with a large "J" and a stylized "D".

JOHN D. DOYLE, JR.
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



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Fax: (404)331-2858



Download
NLRB
Mobile App

March 12, 2018

(b) (6), (b) (7)(C)

Re: Amazon.com
Case 10-CA-216313

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on March 12, 2018 has been docketed as case number 10-CA-216313. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Kurt Brandner whose telephone number is (470)343-7491. If this Board agent is not available, you may contact Field Attorney MATTHEW TURNER whose telephone number is (470)343-7497.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "John D. Doyle, Jr." with a stylized flourish at the end.

JOHN D. DOYLE, JR.
Regional Director

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

T-MOBILE USA, INC.

Respondent

and

Case 14-CA-170229

**COMMUNICATION WORKERS OF AMERICA,
AFL-CIO**

Charging Party

Mark Theodore, Irina Constantin, and Robert Escalante, Esqs.,
for Respondent

William F. LeMaster, Esq.
for General Counsel

Glenda Pittman, Esq. and Meron Kebede, CWA Law Intern
for Charging Party

DECISION

Sharon Levinson Steckler, Administrative Law Judge. A trial was conducted in this matter on October 6 and 7 and November 3 and 4, 2016 in Wichita, Kansas, after opening telephonically on October 4, 2016. Charging Party Communication Workers of America (Charging Party) filed the original charge against Respondent T-Mobile USA, Inc. (Respondent) on February 23, 2016; Charging Party filed an amended charge on June 21, 2016.

The Complaint, issued on June 29, 2016, alleges the following:

T-Voice, a committee within T-Mobile, is a labor organization within the meaning of Section 2(5) of the Act. T-Voice was named as a party-in-interest.

Since at least August 23, 2015 and continuing, Respondent at its call centers, by soliciting employee complaints and grievances during an ongoing organizing campaign, promised its employees increased benefits and improved terms and conditions of employment if they submitted pain points through T-Voice, in violation of Section 8(a)(1) of the Act.

Since at least August 23, 2015 and continuing, Respondent gave assistance and support to T-Voice by, including, but not limited to: establishing the T-Voice program to address employee complaints about their terms and conditions of employment; selecting T-Voice representatives; permitting the dominated union to utilize Respondent's facilities and equipment; convening meetings of T-Voice representatives at Respondent's expense; and, bargaining with T-Voice representatives concerning employees' terms and conditions of employment, in violation of Section 8(a)(2) and (1) of the Act.

Since at least August 23, 2015 and continuing, Respondent, at its call centers, granted benefits in response to its solicitation of grievances during an ongoing organizing campaign by, including but not limited to, changing Respondent's policy regarding employee paid time off and the implementation of an employee loyalty recognition program in violation of Section 8(a)(3) and (1) of the Act.

Since at least August 23, 2015, Respondent maintained an overly broad rule concerning employees sharing or communicating information regarding T-Voice, and is labeled "T-Mobile Internal Use Only," in violation of Section 8(a)(1) of the Act.

About January 8, 2016, Wichita Call Center General Manager Jeff Elliott interrogated employees about their union membership, activities, and sympathies by asking employees if Union representatives had visited their homes, in violation of Section 8(a)(1).

Counsel for the General Counsel (General Counsel), Respondent and Charging Party filed timely post-hearing briefs in support of their positions, which I have duly considered.¹ On the entire record, I make the following findings, conclusions of law, and recommendations.

FINDINGS OF FACT²

JURISDICTION

At all material times, Respondent has been a corporation, with an office and place of business located in Wichita, Kansas. It is engaged in telecommunications business operations throughout the United States and Puerto Rico. *T-Mobile USA, Inc.*, 363 NLRB No. 171, slip op. at 11 (2016). In conducting its operations during the 12-month period ending December 31, 2016, Respondent derived gross revenues in excess of \$100,000 and purchased and received

¹ Due to illegibility of the original in the transcript, General Counsel moved, without opposition, to replace General Counsel Exhibit 94 at TMSP0001538 with a legible version. That motion is granted.

² Although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are not based solely on those specific record citations, but rather upon my review and consideration of the entire record for this case. My findings of fact encompass the credible testimony, evidence presented, and logical inferences. The credibility analysis may rely upon a variety of factors, including, but not limited to, the context of the witness testimony, the weight of the respective evidence, established or admitted facts, inherent probabilities, and reasonable inferences that may be drawn from the record as a whole. *Double D Construction Group*, 339 NLRB 303, 303-305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996)), *enfd.* 56 Fed. Appx. 516 (D.C. Cir. 2003). Credibility findings regarding any witness are not likely to be an all-or-nothing determination and I may believe that a witness testified credibly regarding one fact but not on another. *Daikichi Sushi*, 335 NLRB at 622.

When a witness may reasonably be assumed to be favorably disposed to the party, an adverse inference may be drawn regarding any factual question on which the witness is likely to have knowledge. *International Automated Machines*, 285 NLRB 1122, 1123 (1987), *enfd.* 861 F.2d (6th Cir. 1988). This is particularly true where the witness is the Respondent's agent. *Roosevelt Memorial Medical Center*, 348 NLRB 1016, 1022 (2006). When testifying against their employer's interests, testimony from current employees tends to be particularly reliable because it is against their pecuniary interests. *Gold Standard Enterprises*, 234 NLRB 618, 619 (1978); *Georgia Rug Mill*, 131 NLRB 1304 fn. 2 (1961); *Gateway Transportation Co.*, 193 NLRB 47, 48 (1971); *Federal Stainless Sink Division*, 197 NLRB 489, 491 (1972).

goods and materials valued in excess of \$5,000 directly from points outside the State of Kansas. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

I also find that Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

STATEMENT OF FACTS

I. Respondent's Operations

A. Overview

Respondent operates 17 call centers throughout the country. The call centers, also called "Care," include locations in Wichita, Kansas, Albuquerque, New Mexico (Menaul), Meridian, Idaho, Mission, Texas, and Springfield, Missouri. The other locations are: Augusta; Bellingham; Birmingham; Charleston; Chattanooga; Colorado Springs; Meridian; Nashville; Oakland; Richmond; Salem; and Tampa. (R. Exh. 14). For a number of years, Charging Party maintained organizing efforts at Respondent's call centers. *T-Mobile USA, Inc.*, 365 NLRB No. 15 (2017).

Respondent's chief executive office is John Legere. Its chief financial officer is Mike Sievert. For most of the relevant period, the executive vice president was Brian Brueckman. The current executive vice president is Callie Fields.

The employees handling the customer calls are known as customer service representatives (CSRs). Internally, CSRs sometimes are called the "frontline" employees.³ CSRs may be located within different departments within a call center, and not every call center has the same departments. The General Care department is usually the first level of support, which customers use to make a payment or make an account change. Closed Loop handles customers who are identified as a high risk of cancellation or dissatisfaction. The Onboarding department contacts new customers within a short period after signing up for service. The Retail Support Line interacts with in-store T-Mobile employees selling products. Menaul has two separate call centers: one that handles regular calls; and one specialized in executive calls, the highest level of customer service, which is known as Menaul Executive Customer Relations (ECR). The Solutions Center, located in Springfield, Missouri, handles complicated customer issues by accessing systems that a regular CSR cannot.

CSRs within the call centers work in smaller groups called "pods." Each pod has a coach and a senior representative. The coach is a supervisor.

³ Respondent's witnesses gave varying answers to define who was a "frontline" employee. Jason Richards, who served as senior operations manager in Wichita, considered all personnel working in a call center, including managers, as "frontline." (Tr. 718). Nikki Kozlowski from Menaul stated it covered the CSRs who worked on the phones. (Tr. 806). Senior Manager Tolman, who was in charge of T-Voice, defined the term as all employees who meet directly with customers. (Tr. 829). For the purposes of this case, "frontline" employees are CSRs.

At each location, the Resource Processing department schedules CSRs with the goal of ensuring sufficient staffing. Each call center periodically undergoes a realignment, in which CSRs bid upon the area within the call center for work and for their schedules. They receive their bids based upon their rankings, which in turn are based upon performance measurements called metrics.

B. Metrics and CSR Performance

Metrics vary with different types of departments and line of business. Metrics are various measurements of CSR activity, such as the number of calls, the length of calls, how quickly is the customer's concern addressed, and whether the customer calls back with the same issue within a certain period of time. Some CSRs may have sales metrics.

Metrics also change from time to time.⁴ They may vary with new product launches and rewards for pre-sales of the new products. Respondent witnesses testified that CSRs have no involvement in determining which metrics apply to their department or the scores that are deemed adequate or exceptional.

1. *Examples of metrics*

Internal One Call Resolution (iOCR) when a customer calls back within a specific time period about an issue. If a customer does not think he is getting quick enough service, he may hang up and immediately call again, which results in a negative score for the CSR.

Customer Resolution Time (CRT) measures the average amount of time, measured in seconds, a CSR spends speaking with each customer. If the average exceeds the standard for the metric, the CSR is considered to be spending too much time on calls.

Coaches and senior representatives also listen to CSRs' calls or may revisit a recorded call. The goal is to ensure the CSR made required statements or followed the plans for a call. The CSR then receives a score. This metric affects both the individual's performance and the team's performance. (Tr. 74-75).⁵

Customer surveys are used to determine metrics known as Voice of the Customer (VOC or myVOC).⁶ Customers answer surveys provided by Respondent, with the resultant score considered an indicator of customer satisfaction.

⁴ Some metrics may be placed as a core metric versus a power play or "kicker," depending on how Respondent wants to emphasize certain goals or behaviors for employee performance. A CSR received the kicker when he achieved more than a certain percentage of a goal and then received an additional percentage towards the overall score. Conversely, should the kicker be significantly below the desired goal, the CSR would have percentage points removed from his overall score. (Tr. 704).

⁵ Abbreviations used in this decision are: Tr. for Transcript; GC Exh. for General Counsel Exhibit; R. Exh. for Respondent Exhibit; GC Br. for General Counsel brief; R. Br. for Respondent brief; U Br. for Charging Party CWA brief. Certain Respondent and GC exhibits have additional numbering based upon Respondent's Bates numbers, which are listed as Txxx. I have not cited for every mention in the transcript or exhibits. Specific citations to the transcript and exhibits are included where appropriate to aid review, and are not necessarily exclusive or exhaustive.

⁶ Development and computerization of this metric took approximately 18 months.

CSRs also perform marketing duties through their customer interaction. They are measured for average sales per productive hour, which vary depending on the business line in which the CSRs work.

2. Relationship between metrics and employee rewards

Respondent weighs the metrics, which in turn yields a percentage; the percentages are added together to give each CSR a total score. Every six months, when the departments go through realignment and CSRs bid on departments and schedules, the metrics may determine whether the CSR receives the bid as employees' rankings on metrics are compared. CSRs who want to work in Executive Customer Relations would have to have a history of metrics that exceed expectations. (Tr. 80). A CSR who has performed well may be able to handle more difficult customer issues or systems and receive the appropriate permissions to do so.⁷ (Tr. 646, 705). Metrics are used to determine bonuses and awards, such as the Winner's Circle national trip. The Winner's Circle recipients also receive gifts, such as telephones. Failure to meet the expectations set by the metrics would be grounds for disciplinary action, up to and including termination.

C. Unionization Efforts at T-Mobile

Since 2009, Charging Party has been engaged in ongoing efforts to organize Respondent's CSRs. To date, Charging Party has not presented a petition for these employees. During the course of its organization efforts, Charging Party filed several unfair labor practice charges.

To date, a few cases have been litigated against Respondent. Some involve findings against Respondent of unlawful rules, e.g., *T-Mobile USA*, 363 NLRB No. 171 (2016). Others found discriminatory enforcement of rules, interrogation and threats of discipline. See *T-Mobile USA, Inc.*, available in Westlaw, 2015 WL 53502027 (September 14, 2015), affg. JD(NY)-34-15 (August 3, 2015) and JD-57-16 (June 28, 2016). One Board decision involves a different group of employees who consist of a bargaining unit of field technicians, switch technicians and material handlers in Connecticut. *T-Mobile USA, Inc.*, 365 NLRB No. 23 (2017).

II. T-Voice

In June 2015, Respondent initiated a nationwide program called T-Voice. Although the term "pain points" has been used for years in Respondent's call centers, Respondent set up T-Voice to address the pain points in an organized fashion, rather than a random submission of pain points. Pain points are perceived problems and complaints.

At issue is whether the pain points gathered and submitted through T-Voice were limited to customer pain points, such as issues with accounts and equipment, or included employee pain points, those affecting employees' wages, hours and terms and conditions of employment. General Counsel contends that Respondent used T-Voice and the pain points to address employee concerns that involve wages, hours and terms and conditions of employment. General Counsel also contends that by addressing employee and customer pain points, T-Voice affects the metrics for CSRs. General Counsel contends that, once unfair labor practice charge

⁷ Magenta Heroes is a recognition program for employees who are consistently excellent performers. (Tr. 829). They receive additional permissions to handle higher level customer contacts or issues without the guidance or assistance of supervisors. (Tr. 705).

14-CA-170229 was filed on February 23, 2016, Respondent changed the focus of T-Voice and fewer of these employee concerns were addressed; Respondent then concentrated more on the customer pain points.

Respondent, however, contends that T-Voice was to address only customer pain points. (Tr. 843). An example of a pain point that affects the CSR's metrics is a slow computer program that causes the call time to increase, and thereby cause average call time to increase and also might cause an unhappy customer to rate the CSR poorly. (Tr. 319). Respondent considers that example as one that is strictly a customer pain point. The record also reflects pain points about purely employee issues, such as scheduling, rewards, and career advancement.

In reviewing the facts here, I first discuss the initiation of the T-Voice program, how Respondent selected employees to serve as T-Voice representatives, the duties of the T-Voice representatives, the pain points submitted that deal with employee issues and the apparent effects of the unfair labor practice charge filed in February 2016.

A. Respondent Initiates T-Voice at Its Call Centers

Respondent started T-Voice first as a pilot program at six call centers in January 2015, and then all call centers in June 2015.⁸ The stated purpose of T-Voice is to identify, assess and resolve pain points from CSRs. The stated program also communicates back to the CSRs what happened with their submissions. Respondent provided all financial support to T-Voice, which included paid time for the selected employee representatives, their trips, and T-Mobile gear given away in support of the program.

At the time of T-Voice's inception, Kathy Woods was the vice president for the east region and the sponsor for T-Voice. As sponsor, she drove the strategy for T-Voice and kept her peer group apprised of program decisions and strategy. (Tr. 879, 990). Dave Thompson, who reported to Woods, was the director sponsor who also developed T-Voice strategy. Kim Tolman, a senior manager for frontline programs, reported to Thompson. Tolman focuses on programs that support customer insights, career development opportunities and "building partnerships between Care and the Retail sides of the company. Tolman oversees the Magenta Heroes program and T-Voice. Tolman also was a member of Employee Engagement and Retention Team (EE&RT).⁹

Tolman took responsibility for T-Voice in late May or early June 2015. On June 11, 2015, Executive Vice President Brueckman issued an email to the customer service team. It announced that T-Voice would be in place at 18 call centers and who the "frontline representatives" Respondent selected for each location. Three to four CSRs at each location served as T-Voice representatives. Brueckman stated the goals for T-Voice and the T-Voice representatives:

⁸ T-Voice also exists at 25 "service partner" call centers. Respondent does not employ the service partners' employees. Although Respondent maintains that service partner representative T-Voice representatives outnumber its own T-Voice representatives, Respondent does not identify the significance of this issue. General Counsel has not alleged any violations with the service partners.

⁹ Tolman's role on EE&RT only came out during cross-examination and presentation of an email (GC Exh. 90 at T678-T679). In earlier communications, she was identified as senior manager, T-Voice or senior manager, Magenta Heroes. She also was involved with "One Team" and Customer Experience Improvements. (Tr. 908).

. . . raise Frontline and customer pain points to ensure they are resolved an then results are communicated back to the Frontline . . . Each member of T-Voice will serve for six months and then we'll select a new group of participants. So, if you're interested, talk with your Site Senior Manager.

5 What does this mean to you? You can raise issues by reaching out to your T-Voice representatives. Be vocal, let us know what you think.

T-Voice was created to drive real change in our business and improve the customer experience by elevating the issues you experience every day.

(GC Exhs. 2, 84).

10 The following day, on June 12, Vice President Woods issued an email to all CSRs that T-Voice and the frontline resolved "another employee pain-point." The pain point dealt with paid time off and calling in on the day needed off. Instead of being issued one type of code for the absence or an unexcused absence, those with available paid time off would be able to use it. Woods concluded, "When we do these things we can create both Exceptional Customer
15 experiences *and* Exceptional Employee experiences." (GC Exh. 3).¹⁰

On June 17, 2016, the Menaul Resource Planning Manager, Krista Thompson, sent an email to a number of job classifications, including CSRs, entitled "T-Voice followup." The email stated that CSRs could contact the resource planner to evaluate the paid time off available and then contact the coach to request the time off on the same day. However, should the CSR
20 come in to the facility and request time off, the preferred method would be for the coach to speak with the resource planner to request the time off. (GC Exh. 10).

Once pain points were received, Respondent's methods and procedures team (M&P, now known as "customer experience" team)¹¹ reviewed them and decided what to do with them. The M&P team consisted of M&P senior managers and site senior managers. Based upon
25 Respondent's log, it appears assignment was made based upon the type of pain point submitted.

B. Selection of T-Voice Representatives

Respondent selects customer service representatives (CSRs) from the call centers to serve as T-Voice representatives. Usually within a month of selection, Respondent trains the T-Voice representatives about gathering and submitting pain points. The early T-Voice
30 representatives served for a six-month period; for later representatives, Respondent extended that time to 9 months. Respondent's management decided which employee applicants would serve as T-Voice representatives.

During December 2015, Jason Richards led Wichita's managerial efforts to select the next group of T-Voice representatives. The selection process Richards described: recruiting and communication of spots; screening of interested CSRs; recommendation of who should be
35

¹⁰ Tolman denied that this email was authorized because she was not consulted and T-Voice was not taking pain points at this time. She testified she had no idea why T-Voice got credit. (Tr. 893). I discredit this testimony because the email was sent by the vice president in charge of the project and T-Voice had been accepting pain points since its trial period began in January 2015.

¹¹ Tolman testified to the name change, but never identified when the change took place.

included or excluded and discussions of the same issues with the call center's senior leadership.

When soliciting for T-Voice representatives, the representatives' duties were sometimes explained. In a Wichita flyer, one duty was described as representing the voice of the frontline in leadership meetings. (Tr. 343-344; GC Exh. 80).

When soliciting CSRs for new representatives in Springfield in December 2015, Drew Williams discussed the purpose of T-Voice:

As a T-Voice member you will be responsible for collecting pain points from your peers in Springfield, representing those issues to local and national leadership teams, and tracking and communicating resolution back to the team. In addition, leadership teams will look to YOU to get feedback on decisions, ideas, and changes from everything to our local facilities to our national process, policies and systems. You'll be given scheduled time to run focus groups, attend meetings, and meet with local leaders.¹²

CSR Vann, after discussing his interest with his coach Amond Easley and the coach checking to ensure he was in good standing, also talked with team manager, Michelle Pastor and subsequently Drew Williams. Williams told Vann the letter Vann would need to submit should show who would bring fresh ideas, why the interest and why the applicant would be a good fit with T-Voice. (Tr. 425). Vann also spoke with Kapperman, who repeated some of the same ideas as Williams. Another T-Voice representative interviewed Vann in early January, during paid working time, for approximately 20 to 30 minutes. During the interview, the T-Voice representative told Vann that T-Voice was the voice of the employee, how employees can raise, questions, comments and concerns that they want to see changed, and take matters up with leadership and management.

At Manual, on December 9, 2015, Kozlowski also sent an email to everyone recruiting new T-Voice representatives. In the email she explained that "T-Voice is responsible for enhancing Customers and Frontline experience by identifying, discussing and communicating solutions to roadblocks for internal and external customers." (GC Exh. 20). In December 2015, CSR Hernandez attended a table day near the lunch room at the Menaul Call Center. Two T-Voice representatives, Adrian Majorga and Adama Arya, attended the table, with pamphlets and literature about T-Voice, plus wristbands and T-Mobile trinkets. Hernandez asked how to become a T-Voice representative. Arya gave him a card to sign that also had a spot for his supervisor's signature. The cards would be submitted to management. Hernandez asked what the perks would be, which Arya identified as time off the phones, communication with other T-Voice representatives and training in another state. As far as his duties, Arya told him that he collected both customer and employee pain points and he was able to see what outcomes "could be addressed to improve those concerns" (Tr. 110).

On January 14, 2016, Tolman welcomed the newly selected T-Voice representatives and congratulated them "for being an advocate for your Frontline peers!" She also said that the point was to "resolve your internal and external customer pain points." She identified the support team, which included Woods, Thompson, a human resources sponsor, Senior Analysis Ryan McDonald and two administrative staff members. (GC Exh. 99).

¹² This statement contrasts with Williams' prior statement, that T-Voice was a direct line to provide Frontline feedback to senior leadership.

C. Duties of T-Voice Representatives

The selected T-Voice representatives encourage fellow CSRs to submit pain points, which are presented to management through meetings and in writing. Every employee signs a confidentiality agreement, but T-Voice representatives sign an additional confidentiality agreement that permits the T-Voice representatives early access to non-public, or “dark,” plans for marketing initiatives, such as iPhone and Un-Carrier launches. (Tr. 673). The T-Voice representatives typically receive four hours per week off phone duties to take care of T-Voice matters and Respondent pays them for their time. The parties stipulated that T-Voice was funded entirely by T-Mobile.

1. *Attend summits*

T-Voice representatives also attended T-Voice national summits, first in October 2015 in Charleston, South Carolina and, in May 2016, in Tampa, Florida. CEO John Legere, several vice-presidents, and managers also attended the summits with the T-Voice representatives. The summits lasted 2 ½ days. The sessions at the summits discussed new products and, as Tolman answered to leading question on direct examination, were all customer experience related. The Charleston summit included a presentation on myVOC and the “strategy.” Tolman and another manager led a session to “gain feedback” from T-Voice representatives. Tolman denied that any pain point consensus was reached or any solutions discussed. However, in a series of emails about the planning of the Charleston summit, Tolman instructed the T-Voice team, including vice presidents, to prepare for employee engagement and T-Mobile culture, which included frontline focus programs, and metrics as a topic of discussion for focus groups. (Tr. 928-933; GC Exh. 90 at T4960-T4963; R. Exh. 16). Respondent summarized the summit afterwards, stating that “65 T-Voice Reps rolled into Charleston, S.C., last week to obliterate customer and employee pain points” and to resolve them. (GC Exdh. 94 at TMPS1538).

For the Charleston summit, Tolman and other managers discussed whether Adam Irvin, a senior analyst for metrics on the EE&RT, should attend. EE&RT calls involved directors with thin the sites and “identifying items with the culture of our call centers.” (Tr. 903-904). Irvin’s manager, Angela Joslin, who handles EE&RT and metrics, agreed that Irvin should attend the summit to represent EE&RT and “capture any metrics-related conversations and bring back to me.” She stated that EE&RT had “closely partnered” with T-Voice to support addressing their concerns and improving implementation of ideas. Tolman commented by email, “I think this is a great opportunity for you guys to see what T-Voice is planning to take and how can we utilize them to drive performance and recognition at each of the site levels in 2016.” (Tr. 903-905; GC Exh. 90 at T678-T679).

2. *Collect pain points and educate CSRs*

The primary duties for T-Voice representatives were to collect and give feedback on pain points and educate their colleagues on new marketing programs and equipment. Respondent released the T-Voice representatives from their phone duties to perform T-Voice duties. In order to be released, the T-Voice representatives worked with their local Resource Planning department to ensure adequate staffing while the T-Voice representatives performed their duties.

Once selected, T-Voice representatives solicited pain points through various means. CSRs learned of a few ways to submit pain points to T-Voice representatives through literature left on their desks or emails. To submit pain points, suggestion boxes, frequently in

Respondent's magenta, were placed in locations in each call center. CSRs did not have to sign the pain points submitted to the T-Voice box and, for the anonymous submissions, would learn about the results through a general email. The T-Voice representatives retrieved the pain points from the boxes. CSRs also could submit the pain points directly to T-Voice representatives. T-Voice also had a dedicated email link to submit pain points to a group of T-Voice representatives.

T-Voice representatives held "table days" in the call centers. The table days were used to collect pain points or address new equipment, such as a new iPhone, or an application, which Respondent identified as an educational need. Jason Richards, Wichita senior manager of operations and support, or Tolman would raise an issue (could be regional or national). Richards frequently directed the T-Voice representatives on what to present at the table days. Sometimes Wichita table days gave out apples to CSRs who submitted a pain point. (Tr. 583-584).

In at least one location, T-Voice also posted signs, called Flush Facts, on bathroom stall doors. One such Flush Facts in Menaul announced promotions for customers, such as discounts on cellular telephones. Kevin Elder testified that the promotion related to a metric that gave CSRs a 10 percent of the cost of accessories back as Reward Zone (also called Appreciation Zone) points. He did not know how long the Reward Zone in place. In Wichita, a sign promised Reward Zone points to CSRs when their submitted pain points for policies or systems were fixed. (GC Exh. 81). As the CSR accrued the Reward Zone points, the CSR could redeem them for gift cards, vacations and other items.

T-Voice representatives also conducted "knowledge checks" in which the representatives went to the working pods and talked to CSRs new equipment and applications during work time. As before, the T-Voice representatives obtained authorization for the paid time through resource planning. (Tr. 556-557, 585). At the end of a knowledge check meeting with a pod, the T-Voice representative also asked for any pain points. (Tr. 586).

3. Keep track of pain points and recording them in the database

Respondent established a database called SharePoint for T-Voice input of pain points.¹³ A T-Voice representative or manager entered the data in the program. If the pain point included a CSR's name, the CSR received an email that the pain point was received. (Tr. 559, 666, 749). Every submitted pain point, almost verbatim, was supposed to be entered into the system. The M&P project manager then directs the pain point to the appropriate manager. (Tr. 852).

Respondent's headquarters customer service methods and procedures group (M&P) reviewed the submitted pain points. Different management groups had different responsibilities for review and assessment of pain points. A support team reviewed the pain point, assessed it and gave feedback to the group submitting the pain point. Other pain points were directed to customer experience management group, such as general care. (Tr. 664-665). Respondent maintained that once the pain point was assigned, the T-Voice representatives had no further input and the assigned manager was responsible. (Tr. 855).

¹³ On June 29, 2015, a program manager on the M&P team sent an email to Tolman about how to use the database. The email addressed only inclusion of customer experiences. (R. Exh. 11; Tr. 844-846).

Richards testified that duplicate pain points and non-customer pain points were not be entered into SharePoint. (Tr. 666-667). Respondent maintained that the T-Voice representatives or management entered only customer pain points, not employee pain points, into SharePoint. However, Respondent's documentation and CSR testimony reflects that T-Voice accepted and addressed employee pain points until at least February 2016. In some cases, T-Voice representatives also made suggestions about how to solve pain points. For example, in September 2015, a representative from Oakland suggested changes to errors that would result in more customer satisfaction and yield a decrease in iOCR. He sent his suggestions to Vice President Woods, who forwarded it to Tolman and others. Tolman responded that the Solutions Center was working on improvements and "This much detail is helpful for them to identify priority focuses." (GC Exh. 91 at T5218-5219).

Tolman testified that the employee-related pain points were not assigned to the M&P managers, nor discussed with T-Voice representatives. However, a number of these reflect assignment to Tolman, who was also involved in the Employee Engagement and Retention Team (EE&RP). As will be seen below, some were assigned to the Metrics analysis group for T-Voice.

The SharePoint spreadsheet reflected the person who entered it, the name of person submitting the pain point if available, the call center location, a title/category of the pain point, and an overview of the pain point submitted. The next columns reflected the support team response and the support team answer, which would be question answered, use existing policy, new pain point or existing pain point. The following column showed the date the modified and a date that showed the date entered. (Tr. 863-865).

4. Meet in national and regional meetings and with local management

T-Voice representatives met with managers in charge of the T-Voice program at their respective call centers. The topics included what their activities would be for the upcoming week, pain points, and needs for knowledge checks. Managers Richards and Nikki Kozlowski testified about these meetings. For Richards, located in Wichita, meeting topics included previous T-Voice activities, identify the activities' successes and disappointments, and plan the upcoming activities. Discussions also included effective communication for obtaining pain points. (Tr. 672). For Kozlowski, located in Albuquerque, the meeting discussion included the number of pain points submitted and if any major or repetitive pain points are showing up, then plan upcoming activities. (Tr. 755).

T-Voice representatives attended managers' meetings and presented information similar to that shared with the manager. (Tr. 564). Manager Kozlowski testified to leading questions that pain points were not resolved in these meetings. T-Voice representatives were not present for the entire meetings, usually making their presentations at the beginning or end of the meetings.

T-Voice representatives also participated in regional and national conferences calls with each other. Managers from various locations and T-Voice support staff also participated in these calls. (Tr. 565). Each call center presented its plans and previous activities. (Tr. 566). The national meetings, run by Kim Tolman, include the support organization and T-Voice representatives from around the nation. Feedback is provided on the pain points and representatives give personal opinions, similar to a focus group, but Respondent witnesses denied that the T-Voice representatives presented any suggestions. Tolman developed the agendas for the national meetings.

Tolman also conducted T-Voice focus groups. She stated the purpose was to share ideas and provide educational response and experiences from the frontline. (Tr. 839). However, she denied that any kind of focus group was specific to T-Voice. (Tr. 840). Despite this statement, Tolman also traveled to some of the call centers and conducted focus groups about T-Voice. She said that at three call centers, the topics of discussion deviated from customer pain points. One occurred at Springfield in September 2015. Tolman did not identify when the other focus groups took place. On cross-examination, however, it became apparent that some focus groups were specific to T-Voice and, at other times, T-Voice representatives were in meetings to propose solutions to certain customer pain points.

T-Voice representative Boydo testified that, in one meeting, one of the T-Voice teams was working on “career pathing,” which addressed the number of positions, problems with bidding, and attempts to obtain promotions given the limited number available. In response, Boydo and two other T-Voice representatives created a career wall after examining t-mobile.com, determining the open positions and the requirements for each position. (Tr. 566-567). The regional calls also discussed T-Voice best practices, such as how to run table days or knowledge checks.

National calls, held on a bi-weekly basis, included a national managerial representative with T-Voice representatives; however, the T-Voice representatives attended only monthly. Richards testified that no pain points were resolved in the national meetings, nor did T-Voice representatives submit recommendations.

T-Voice representatives also attended leadership management meetings in Wichita. Richards testified that the representatives would not attend the entire meeting, but only the last 10 to 15 minutes. The representatives presented a standing agenda to update management on T-Voice. According to Respondent’s witnesses, pain points were not resolved during these meetings. (e.g., Tr. 677).

D. T-Voice Solicits Pain Point Submissions

A review of the exhibits and testimony demonstrate that the pain points were consistent with the stated goal of dealing with frontline and customer pain points. The customer pain points, by far the majority submitted, dealt with a number of diverse issues, from billing, fraud procedures, and access to computer programs to complaints about the type of music customers were subjected to while on hold. (R. Exh. 12). These are not disputed.¹⁴ However, a number of pain points dealt with employee concerns.

Tolman prepared an agenda for a T-Voice national meeting for August 19, 2015. The national meeting covered issues in billing and simplification. Tolman sent the agenda to management and the T-Voice representatives. Action items for August included “Continue to trend and discuss top issues within your sites focus groups” and “Seek solutions and creative ideas to overcome pain points.” However, Tolman identified for follow up the top pain point from July: Improvements in myVOC. The improvements are later described in an attached Power Point presentation. (GC Exh. 90 at T5716-T5724). Tolman contended testified that myVOC

¹⁴ On August 25, 2015, for example, Wichita Manager Amy Carlson sent on behalf of the T-Voice representatives an email requesting ranking of pain points, none of which were specific to wages, hours, or terms and conditions of employment. (GC Exh. 87).

was a point for T-Voice representatives to educate CSRs. Nonetheless, the actions on myVOC scores followed some criticisms of T-Voice, as noted in Respondent's SharePoint program.

On August 21, 2015, Vice President Woods sent to senior managers, directors, and location managers an email with a T-Voice update. Some of the accomplishments were:

5 T-Voice has worked with NCSQ [National Customer Service Quality team] to help improve the MyVOC SMS Survey experience, provided feedback to make sure customers received their . . . discounts on the latest rate plans, helped update a number of documents to improve the frontline process, and partnered with site leadership to enhance the culture¹⁵ in each of the call centers.

10 (GC Exh. 90 at T662-T663).

CSR Vann spoke with T-Voice representative Kapperman several times about the VOC disputes and iOCR issues, and put suggestions in the suggestion box as well. September 6, 2015, Springfield T-Voice representative Jason Kapperman updated employees about some of the topics discussed. In addition to addressing the computer issues, Kapperman addressed VOC concerns and said that VOC would stay as part of the metrics b/c important to measure what customer thinks; any further concerns should be addressed to coach or business support team members. For unpaid time off for emergency sick days, Kapperman stated the employees' feedback had been sent for review and in the meantime, review the policy. Regarding reserved realignment spots for bids, the answer was that it would not be fair to require all new hires to work the graveyard or 6 a.m. shifts so that the teams remain balanced. Regarding obtaining more equipment for the facility's workout room, "We are working with facilities to determine, what, if any, can be added based on employee safety and overall cost and upkeep of the equipment. Stay tuned." (GC Exh. 37). In Springfield, T-Voice was credited with obtaining a charging station in the break room for employees to charge their electronics. (Tr. 418; GC Exh. 39). Shortly after discussions about more equipment in the exercise room, a punching bag and a few other items appeared. (Tr. 418)

30 CSR Victoria Singer testified that, in Menaul, around Christmas 2015, she attended a team meeting in her pod, which included the entire team, Coach Aja Wood and Senior Representative Everett Anaya. Wood said T-Voice was "our voice" and that it was there to solve pain points by submitting them in the T-Voice box or contacting the new T-Voice representative, Alex Garcia, directly. Asked what could be submitted, Garcia said anything at all. A coworker raised that the women's bathroom did not have hot water and Garcia said to submit anything.

35 CSR Hernandez submitted several pain points to T-Voice. Another pain point was differentiating paid sick time versus vacation time. The third was requesting reinstatement of employee phone discounts. One was about employee schedules upon bids. Regarding scheduling, Hernandez spoke to his supervisor, Brian Trent. Trent told him to submit the issue to T-Voice and reminded him about the T-Voice suggestion boxes. In August 2015, after he heard nothing about his pain point, Hernandez spoke with a T-Voice representative, Adrian Mayorga. Hernandez asked how long it took for T-Voice to respond and how T-Voice handled

¹⁵ Tolman testified that "enhancing the culture" means "engaging and creating awareness that T-Voice is available and an avenue of getting feedback to leadership members for customer experience items." (Tr. 902). This explanation seemed more of an exercise in using buzzwords than in explaining what a short phrase meant. Woods was not called to testify about what her email meant.

its process. Mayorga told Hernandez that the pain points were submitted to management and management would review them; the T-Voice representative would provide findings and results after management decided what to do with the pain point. Hernandez never received any emails resolving his submitted pain points.

5 CSR Kevin Elder (Mena) was directed by supervisor, Roxanne Garza, to contact a T-Voice representative about his concern with a lack of dispute process for VOC scores. Elder stated sometimes he received zeros on an UP score because he did not have authority to make the changes the customer wanted or he was unable to access the account. When Elder spoke to T-Voice representative Garza about his concern, she told him, "They [T-Voice] were
10 discussing it." (Tr. 157-158). He discussed the matter with another T-Voice representative and received a similar response.

In December 2015, Kim Tolman, senior manager for frontline programs, sent an email with an attached Power Point presentation to discuss the 2016 T-Voice Roadmap. In January 2016, managers received an email received a T-Voice update covering December 2015. The
15 update included a review of pain points from December 2015. The update included the number of forms submitted by category. Most related to dealing with devices, accounts, plans and offers and troubleshooting. However, 12 forms were submitted each regarding "departments" and "call center management"; another 8 involved employee metrics.¹⁶

Tolman admitted that Respondent did not instruct T-Voice representatives to limit
20 submitted pain points, but testified, "As of today, we ensure that the T-Voice reps have the resources at site level, so if they receive it at the site, it won't be submitted because at that point they've directed that employee to work with site leadership." However, she also testified that she instructed T-Voice leaders, after the national roll out, to review for duplicates and deal with site leadership times, but then said she would conduct them with senior leadership teams by
25 telephone. (Tr. 872-873). Kozlowski, who was involved since the national T-Voice roll out, did not testify to receiving those reminders.

E. Particular Submissions and Actions upon Employee Pain Points

Respondent's brief argues that the emphasis was on customer pain points and a few others slipped through the system. Respondent argues that employee pain points were not a
30 large number between inception of the program and the first week of August 2016, when its submitted record keeping ended. The submitted pain points involved problems experienced by customers. Anyone, including managers, could submit a pain point. Respondent contends that, for the pain points submitted through the first week of August 2016, only 2.5% of the pain points, or 53 items, fell outside Respondent's goal to collect customer pain points. This representation
35 is misleading, as most of the employee-related pain points occurred before the unfair labor charge was filed in late February 2016. A number dealt with employee issues, including metrics.

Respondent's brief does not address how it handled the employee pain points before the charge was filed. I therefore am compelled to provide some of the submissions and actions,

¹⁶ Manager Richards testified contradictorily about seeing the pain points. Although he was not involved with T-Voice in December 2015, he first testified that he entered pain points into SharePoint. He later testified that he did not see the pain points and only knew of the pain points from interactions with the T-Voice representatives. (Tr. 728).

which are located primarily in Respondent's SharePoint spreadsheet, R. Exh. 12, a 900-plus page document in 6-point Calibri font.¹⁷

1. Respondent maintains that the focus of the T-Voice program was to collect customer pain points, not employee pain points

At issue is whether Respondent made clear through its managers and T-Voice representatives that T-Voice was collecting customer pain points only. Tolman and Richards testified that T-Voice representatives were supposed to only collect customer pain points. (Tr. 658, 849). Richards testified that pain points unrelated to the customer experience should be directed to the appropriate person, such as a team manager, coach, or site director. (Tr. 667). Richards also testified that the T-Voice representatives had no discretion in determining whether to submit a pain point. (Tr. 670). Tolman said that any a T-Voice representative only had discretion to not enter into the database non-customer related issues and duplicates. (Tr. 850). At the same time, T-Voice representatives were to submit a pain point without any evaluation. (Tr. 851).

According to CSR Boydo, a T-Voice rep at Wichita Call Center, if a pain point was not customer related, subjects like pain time off or bonuses, he would refer the CSR to managers or the human resources department. (Tr. 561-562). However, Boydo did not begin his service in T-Voice until 2016 and this testimony was contradicted by early communications to the CSRs and emails touting T-Voice accomplishments. Additionally, several CSRs who spoke with T-Voice representatives and managers were told pain points could be either customer related or employee related and should submit them all.

On July 9, 2015, Wichita T-Voice representative Mike Ringer sent an email to the onboarding department, including CSRs, coaches and managers, about what was happening with T-Voice. In relevant part, the email told the recipients:

Reach to you all and gather ideas that will help solve our customer's pain points, as well as our own.

...

I know we talk to a lot of customers that end up somewhat dissatisfied, and it relies on us to make it right, and sometimes, there are certain things we wish we could do, but the system won't allow us to perform these actions in real time.

➤ My job is to eliminate that.

➤ This is our chance to address these issues, and make it more pleasant on both ends, for the customer, AND the company.

➤ So if you could please, write these issues/conveniences down, forward them to me, and I will address them the first chance I get, and resolved as quickly as possible.

¹⁷ I also include some employee pain points that arose before the 10(b) period, which began August 23, 2015, to demonstrate Respondent's pattern in handling these issues. Some of the issues in this document will be covered in a subsequent protective order. In my discussion, I have taken care not to reveal specific marketing plans, other corporate secrets, or how metrics are calculated.

➤ Looking forward to hearing from all of you and continuing on our Un-Carrier move!

5 (GC Exh. 86).

10 In Springfield, CSR and T-Voice representative Jason Kapperman sent an email announcing T-Voice as a voice of the employee and a way to bring up concerns, or pain points, to management. Coach Dustin Beasley spoke with his team, which included CSR Jason Vann, a few times and employees raised the issues. Vann testified that employees raised the VOC survey and ratings based upon the survey and the iOCR. In addition, the employees in Springfield raised navigation and functionality of the computer systems. (Tr. 391-392).

15 At Menaul, on July 11, 2015, Manager Kozlowski sent to everyone at Menaul an email announcing the T-Voice representatives with the stated purpose of resolving pain points for “Customers and Yourself.”¹⁸ Similarly, on August 11, 2015, T-Voice representative and Menaul CSR Ani Martinez emailed that her T-Voice job was to raise frontline and customer pain points to ensure they are resolved and then communicate those results. (GC Exh. 17).

After the Charleston summit, Respondent posted an article, dated November 2, 2015, available to all employees, to summarize the event. The first lines of the article stated:

- 20
- A group of Frontline reps known as T-Voice gathered in S.C. to talk employee and customer pain points
 - T-Voice is a direct line of Frontline feedback for senior leadership

The next line stated that the purpose of the meeting was to “obliterate customer and employee pain points.” (GC Exh. 94 at TMPS1538).

25 Kozlowski, in recruiting new representatives in December 2015, used language reflecting resolving issues for internal and external customers. After the unfair labor practice charge was filed, Kozlowski’s subsequent email for recruiting clearly stated that the program was to resolve customer issues and made no reference to employees or internal customers.

2. *Employee Loyalty Program*

30 SharePoint reflects that employees submitted recommendations to T-Voice about the loyalty program, also called milestone anniversary gifts. As an example, Respondent gave an August 21 response to a New Mexico TC entry, dated August 2, 2015:

35 This is great feedback. I am working closely with the Employee Engagement team to implement a recognition program for employee tenure. There will be more to come over the next few weeks.

(R. Exh. 12 at T145 and T605; also see at R. Exh. 12 at T20, Bellingham).

¹⁸ Kozlowski’s testimony on this email conflicted with evidence that showed employees submitted pain points affecting their wages, hours and terms and conditions of employment. Her testimony here did not specifically deny that the employees could submit pain points on their wages, hours and terms and conditions of employment at that time and sounded like a *post hoc* excuse.

On October 22, 2015, Vice President Woods sent to all customer service employees an email announcing that, because of feedback and “the efforts of the T-Voice team,” Respondent was initiating a new employee loyalty program. On the same date, Karen Viola, the site manager at Menaul, announced by email an employee loyalty recognition program that gave awards, such as t-shirts and jackets and up to an excursion to a spa, based upon the number of years served with Respondent. After encouraging CSRs to keep the feedback coming, the email said “#bestteam ever #tvoicerocks.” (Tr. 101; GC Exh. 4).¹⁹ When Viola received questions about whether the program was retroactive, she sent her question “up to the national T-Voice team and will get you an update this week.” (GC Exh. 4).

After Woods’ email, T-Voice continued to receive pain points about its loyalty program. One pain point suggested that employees receive telephone discounts and free telephones after five years’ tenure. As of approximately October 29, 2015, the item was marked as no change and with further comments:

This item has been reviewed with the Employee Engagement team and Care leadership group. We will continue to align with our current process and support the company strategy

(R. Exh. 12 at T192 and T652, Springfield).

One from Salem recommended the program to include T-Mobile pants or athletic shorts and lunch or dinner with a manager. The response, on November 12, 2015, stated: “These are great suggestions. I am going to work with the HR teams and site directors as options into the new loyalty program.” (R. Exh. 12 at T182 and T642). Another, submitted January 19, 2016 from Bellingham, asked to change back to a gift that was removed or alternatively use Appreciation Zone points for employees with 10 years’ service. That item was marked as awaiting response and had nothing entered in the notes. (R. Exh. 12 at T290 and T750).

At Menaul, about December 2015, a slick-looking T-Voice poster promoted T-Voice’s accomplishments for the year 2015. Of 1272 pain points submitted, 1143 were “answered/resolved.” It touted the new employee loyalty program, with the note “Feedback shared and project delivered!” It also said “Frontline advocates through focus groups, table days, monthly incentive support.” It further identified T-Voice’s 2016 goals, including “building working partnerships with the Customer Care Leadership” and expanding the partnerships so that all teams could access T-Voice. (GC Exh. 11).

Tolman explained that T-Voice received an idea for a 10-year recognition program. Despite a number of call centers having their own loyalty programs, Tolman decided that a consistent program should be shared with Human Resources. (Tr. 869-870). However, Tolman demurred and said it was not the first time the loyalty program had been a point of feedback from the front line. She denied that the loyalty program was assigned to a M&P manager. (Tr. 870). She further denied, to a series of leading questions, that she ever discussed the employee recognition program with T-Voice representatives or a focus group. (Tr. 871). The suggestion was not the same as the ultimate loyalty program, which Tolman stated she designed. (Tr. 871).

¹⁹ Manager Kozlowski denied knowledge that this email was the result of any T-Voice submission. Respondent did not call Vice President Woods or Viola to testify about what their emails meant and the emails directly contradict Kozlowski’s testimony.

This explanation rings hollow as Respondent's documents reflect that it gave T-Voice the credit for the customer loyalty program changes in late 2015. Further, the response to the Salem pain point demonstrates that T-Voice, upon receipt of the pain point, intended to work with human resources and the locations, instead of immediately directing the employees to their sites' management or to human resources directly.

3. *Scheduling and Time Off*

A number of submitted pain points related to how CSRs received paid time off or requests for additional forms of time off. Some also addressed problems in scheduling or dealing with the resource planning department, in charge of scheduling at each facility. Others dealt with how Respondent should schedule holiday time or distribute time off.

From Richmond, a July 28, 2015 submission requested a better work-life balance by increasing paid time off per pay period or adding sick days. (R. Exh. 12 at T161). The August 21, 2015 summary of Respondent's action was:

This feedback is something we are reviewing with HR and employee engagement team. We are always trying to help create a strong work life balance and provide options for all employees to have the time they need outside of T-Mobile. I will continue to work with them and help find creative ways to meet the frontline need.

The SharePoint close date shows December 17, 2015 with a notation of "no change."

In December 14, 2015, T-Voice Senior Analyst Ryan McDonald sent an email to Tolman and senior management about nationwide T-Voice pain point submissions, feedback and responses from support teams. A pain point McDonald identified as "trending" was requests from CSRs to automatically have their birthdays off. McDonald stated he would be creating a new pain point and "will have more details within the first quarter of 2016." (GC Exh. 90 at T1043-T1049).²⁰ It also mentioned in December pain points as a new pain point in the T-Voice feedback monthly update for December 2015. (GC Exh. 90 at T1043 et seq.).

One Springfield suggestion, first noted July 12, 2015, was a reward for perfect attendance and to use it as a bump in realignment ranking as an incentive. (R. Exh. 12 at T190). It appears Respondent made two responses, one July 15 and the second August 21, 2015:

7/15: Thank you for submitting your pain point. I am reviewing this item with additional Customer Service Support team resources. Please give me a couple of weeks to provide additional updates and possible resolution to your item.

I am working with the Employee Engagement team on Tenure and Attendance recognition programs. There will be more details to come. I also recommend talk

²⁰ About November 12, 2015, this pain point arose from Albuquerque, with the entry of "various representatives have approached [the T-Voice representative] with this pain point." The action noted, about December 10, 2015, was "will review with our HR teams and reachout to your leadership team with updates." The last date entry was December 17, 2015. Another pain point from Charleston, submitted on February 22, 2016, suggested birthdays off without using paid time off. It was marked awaiting response and had no further updates to it. (R. Exh. 12 at T342 and T802).

with your site leaders on how to create a Springfield recognition program for perfect attendance. As T-Voice members this is something I think you can work with Vince and your TM teams to create and show them the changes they are helping create.

5

The pain point is marked closed effective December 17, 2015 as “question answered.” (R. Exh. 12 at T650).²¹

Another pain point from Salem also suggested sharing paid time off and awaited a response. (R. Exh. 12 at T255, T715). Some of the pain points related to paid time off during the holiday season. One such point suggested moving paid time off to be used to September. The response, apparently dated October 29, 2015, stated:

10

This is great feedback. I will work with the local leadership team to address these concerns.

15 (R. Exh. 12 at T177 and T637, Salem).²²

Another pain point on holiday work arose from Springfield. It was entered as of July 12, 2015, and apparently answered October 29, 2015. The pain point suggested that Respondent first solicit volunteers for holiday work and assign if not enough volunteered. After initially thanking the submitter and asking for some time to provide additional updates and possible resolution with the Customer Service Support team, the response to the pain point read:

20

This is a great suggestion and one I am reviewing with the employee engagement team. At this time we are going to follow normal process to allow for proper forecasting for all lines of business. We will see how we can improve Holiday coverage and ensure a work life balance for all of our employees

25

(R. Exh. 12 at T192 and T652).

Pain points also dealt with scheduling. From Tampa, one suggested e-mail notification if the e-scheduler changed. (R. Exh. 12 at T244). Respondent’s action was “awaiting response.” Another, from Mission, wanted to be able to view schedules away from work as well as be able to request paid off when not at work. It first appeared on September 9, 2015 and the last response date was December 16, 2015. Respondent’s action, under review as of December 17, 2015, stated:

30

I am sharing this with the HR and RP team to see if this is something they are able to build in 2016. They are always looking on how to improve that work life balance and tools available.

35

²¹ About the same time, another Springfield pain point suggested using unpaid sick days for emergencies instead of vacation (R. Exh. 12 at T191). The answer also was somewhat similar: no change first asked to give a few weeks to provide additional updates (7/15/15), then response on 8/21/15 of “a number of changes to sick days and I will continue to review this with the employee engagement team, but believe the new process of no today codes addresses this.” (R. Exh. 12 at T651).

²² Another holiday pain point suggested that employees be allowed to give back holidays. The entry further noted, “not a way to list all the people that have approached us.” On the same page, another pain point was to pay out the time or use as a gift to others. (R. Exh. 12 at T244, Salem).

(R. Exh. 12 at T129 and T589).²³

A pain point submitted in December 2015 also had a response on December 16, 2015. The pain point, submitted from Mission, was a complaint about difficulty in requesting and obtaining approval for time off. The response was: "sharing feedback with benefits and leadership team to ensure you voice is heard as we continue to look at opportunities to enhance and/or ensure our benefits are meeting the needs of all employees" (R. Exh. 12 at T245 and T705).²⁴

"A substantial amount of reps" requested grandparent maternity leave. Last modified apparently on August 19, 2015 and awaiting a response, Tolman was the ultimate point of contact. (GC Exh. 90 at T5089).

4. *Appreciation Zone and Other Awards*

Respondent's SharePoint log also showed that T-Voice received a number of suggestions on how to improve its Appreciation Zone program, which rewarded points to employees that eventually yielded gifts. Most of these pain point entries precede the unfair labor practice charge.

A pain point from Salem, with a first entry date of September 29, 2015, wanted more Appreciation Zone points awarded. (R. Exh. 12 at T176). The noted action was:

I have escalated this to the Employee Engagement Team and we have begun [sic] discussion on how to integrate additional appreciation zone points for performance metrics. This item will be reviewed with each team review and how we reward monthly items

(R. Exh. 12 at T636, answered question November 12, 2015).

A pain point from Bellingham, with the first entry date as October 29, 2015, suggested Appreciation Zone choices for employees. The response, apparently on November 19, 2015, stated:

Thank you for the feedback and I have shared this item with our Rewards and Recognition team for review. They can work with the vendor and see how to best implement feedback that we receive from the Frontline Teams.

At this time there are no identified changes based on feedback but they will continue to review options and update based on feedback.

²³ One additional submission raised the pain points of scheduling through the computer program and eSchedule Planner and incorrect information regarding paid time off availability, with a suggestion provided. It was submitted from Albuquerque about October 31, 2015, with a response on November 19, 2015. The closed date was March 28, 2016. (R Exh. 12 at T414 and T874).

²⁴ Two additional PTO pain point submissions in January came from Oakland. One suggested reverting to a previous paid time off system to avoid losing goal points based upon attendance. (R. Exh. 12 at 277 and T737). The second recommended being able to come back to work on the same day to avoid affecting absenteeism. (R. Exh. 12 at T279 and T739). Neither had a response.

(R. Exh. 12 at T27 and T487, closed December 17, 2015).

One pain point, with an entry date of November 19, 2015, came with the recommendation to allow employees to apply Appreciation Zone Points to their own phone bills (R. Exh. 12 at T226, Tampa). The action, approximately one month later, shows the following:

5 I will forward this feedback to the HR Employee Engagement Team to discuss for their 2016 updates. They are constantly taking feedback and working with the vendor to improve the customer experience and appreciation zone options. They were not able to confirm it would be something they are able to complete but will review the options.

10 Tolman was the person assigned to the pain point. (R. Exh. 12 at T686, closed December 17, 2015).

One generous soul from Charleston, on December 25, 2015, suggested that Appreciation Zone points could be shared points with co-workers (R. Exh. 12 at T283). The action taken, dated January 4, 2016, stated:

I sent this to the HR Rewards and Recognition team to see if this is something they could include with their future improvements. If I get additional details from them after providing this idea I will update the pain point.

20 Tolman was assigned to this entry. (R. Exh. 12 at T743).

One pain point arose during a December 2, 2015 T-Voice regional meeting involving Meridian and Albuquerque sites. The request was about purchasing T-Mobile merchandise. The meeting outcome determined to send out links to reps and letting them select what they want to order; place one mass order on same day of each month; cover shipping; and the CSR pays for the items. (GC Exh. 94 at T376-T377).²⁵

Lastly, a pain point from Oakland, entered about December 18, 2015, recommended that bonuses should be paid on the last Friday of the month because the current system created financial hardship. It was awaiting response. (R. Exh. 12 at T246 and T706).

5. *Benefits and Additional Working Conditions*

30 Pain points on benefits were diverse. Some addressed lack of WiFi for the employees, the employee telephone program, additional suggestions for benefits and/or their flexibility, or educational and training benefits.

²⁵ Other pain points suggested: Access to the appreciation zone outside of work (R. Exh. 12 at T9 and T468, first dated November 19, 2015, Albuquerque); change the anniversary gift (called milestone) back to permit a gift no longer available, or alternatively use Appreciation Zone points for employees over 10 years (R. Exh. 12 at T290 and T750, Bellingham); offer a T-Mobile kiosk in call centers for T-Mobile gear and may use appreciation points (R. Exh. 12 at T349 and T809, Mission); and a number of representatives, as late as March 2016, want to use appreciation zone points for T-Mobile gear (R. Exh. 12 at T398 and T858, Springfield).

Free Wi-Fi for all reps in all call centers was proposed from Oakland without acknowledgement or updates. (R. Exh. 12 at T244 and T704). However, on November 12, 2015, at Menaul, Respondent credited T-Voice with resolving an employee pain point about inability to use wireless access during their lunches and breaks without slowing down or overloading Respondent's system. With this resolution, employees now would have no problem working on personal email and social media with the new wi-fi access during non-working times and without impact to the employees' data plans. (GC Exh. 5).²⁶

For the telephone program, submitted about August 4, 2015, no change was made as of the close date of December 17, 2015, with the notation:

As mentioned by Brian Brueckman in his [sic] recent Webcast, we will not be making any major changes to the employee phone program at this time including how we handle employee requests. We will continuously evaluate the experience, and look for opportunities but no changes are planned.

(R. Exh. 12 at T533).

A creative pain point, from Albuquerque, proposed a loan company for associates as a benefit. Respondent's response was:

Thank you for this idea. I shared the details with our team and at this time this is something we are not going to pursue, because T-Mobile has a number of financial benefits and employee perk / discount programs that we provide employees. You can work with your local HR team for details on what is available

(R. Exh. 12 at T12 and T472).

Regarding benefits enrollment, a pain point was a need for more flexibility. The October 29, 2015 response, marked as question answered, stated:

7/15: Thank you for submitting your pain point. I am reviewing this item with additional Customer Service Support team resources. Please give me a couple of weeks to provide additional updates and possible resolution to your item.

After discussing details with the HR team there unfortunately is not flexibility in changing benefits after enrollment unless it falls within the life changing events guidelines. Benefits are reviewed and able to be changed yearly.

(R. Exh. 12 at 191, T651, Springfield).

Another Springfield pain point recommended a cash award for unused benefits, such as not using child care or tuition benefits. As of October 29, 2015, Respondent decided that no changes would be made for this pain point. (R. Exh. 12 at T194 and T654).

A pain point, entered about November 21, 2015, recommended improving insurance by including lasik eye surgery. The response, on December 16, 2015, stated:

²⁶ Kozlowski denied any knowledge of the request and denied that it was a T-Voice initiative. (Tr. 774). The documentation, which acts as an admission against interest, indicates otherwise.

I have shared this with our HR teams to see if there are benefit improvements they can share with our Insurance vendors. They did reply that employees can sign up for Flex Spending account that will help with cost of Lasik surgery. Direct Frontline to work with their local HR teams for details on Flexible Spending Accounts.

(R. Exh. 12 at T130 and T590, Mission).²⁷

Educational benefits and career improvement also were pain points. One pain point from Oakland, awaiting response as of January 11, 2016, suggested that Respondent pay down an employee's student debt every month as a way to attract potential employees with the requirement that an employee stay a year afterwards. (R. Exh. 12 at T276 and T736). Another, from Salem, suggested increasing educational assistance above \$5000 per year. This pain point was addressed with the responses:

I have escalated this item to HR for feedback and how to help address this concern with the Frontline teams. More details to come.

Based on feedback there have been a number of changes and updates to the educational program. The recommendation is to work with your local HR team to have the interested parties receive full details and benefit review of how to receive support for tuition reimbursement and improvements to the program.

(R. Exh. 12 at T178 and T638).

Regarding career development, one pain point requested training for advanced positions. One submitted to SharePoint, on about December 11, 2015, included a request for training on advanced positions. The response, dated approximately a week later, stated:

Matt Meyers, the Bellingham CC Sr. LDC on the Leadership Development team was able to connect directly with [CSR name], review the current national leader support programs and development content available at [intranet website], as well as discuss the customized support and development available from the national CC Leadership Development team. Matt will continue to connect with [CSR name] to make sure development needs are met.

(R. Exh. 12 at T28 and T488).²⁸

Various day care options were submitted as pain points. One suggested onsite day care to decrease absenteeism. (R. Exh. 12 at T283, Charleston). Another suggested weekend daycare options. Tolman was assigned to this pain point. (R. Exh. 12 at T283, GC Exh. 42 at T1521, Meridian). Another suggested in-house day care for holidays. Tolman again was assigned. (R. Exh. 12 at T283 and T743, Meridian). The last two pain points arose in December 2015 and both had the same action: "This request has come up from a couple of

²⁷ Pain points also included employees having problems calling in on their benefit accounts. (R. Exh. 12 at T155, Oakland and T191, Springfield). For the Springfield pain point, Respondent's action was to provide feedback to HR Directors and give feedback to the benefit vendors. (R. Exh. 12 at T651).

²⁸ Also see, e.g., R. Exh. 12 at T145 and T605, T244 and T704.

sites. I am working with HR to get further details on how T-Mobile is looking to support Work Life balance with onsite daycare options. As I get more details I will update this form.”

6. Metrics

Respondent did not count metrics as employee pain points. Respondent contends that resolution of customer pain points could not affect metrics because fixing a pain point would be difficult to determine. Richards stated that he had not observed a change in a CSR’s ability to meet metrics when a pain point is resolved. (Tr. 649). He denied that any change in metrics since T-Voice’s inception would be unrelated to T-Voice. (Tr. 649-650).

The SharePoint log, by my count, contained over 30 pain points related to metrics before the filing of the unfair labor practice charge. Some discussed updates to metrics; others discussed the way the metric was calculated. A common thread frequently arising was the idea that the CSR could be adversely affected by the metrics.

On about October 21, 2015, Vice President of Financial Care Sid Bothra conducted a focus group with T-Voice representatives specifically about metrics. Nikki Howard, a senior manager of operations support in Tampa, submitted minutes of the meeting. Howard divided the expressed concerns by department, then by metric, and added other suggestions/feedback. The representatives expressed a number of changing the weights of the metrics and kickers and how to remedy the problems, concerns about disputing myVOC scores and a need for more training. (GC Exh. 90 at T1257-1259). Tolman testified she was not on the call and denied doing anything about it once she received a copy of the minutes. (Tr. 921-922).

A number of these pain points requested “real time” updates or at least faster updates on what the CSRs’ scores were and what the new metrics were for each month. A response to a Springfield request for “real time” progress had an initial response, then a subsequent answer about October 29, 2015:

7/15: Thank you for submitting your pain point. I am reviewing this item with additional Customer Service Support team resources. Please give me a couple of weeks to provide additional updates and possible resolution to your item.

Teams provide updates to the Business Support teams for incentive details on a regular basis. The local BS support team will be able to provide details

(R. Exh. 12 at T191 and T651). Another pain point, raised from Salem, wanted a specific metric updated each day rather than every 14 days. The response, on November 5, 2015, stated SSI was working on a transactional report to give more visibility and probably arrive in 2016; it also explained why the system currently worked in the way it does. (R. Exh. 12 at T256 and T716).

A Tampa pain point, entered and answered on November 19, 2015, also complained that T-Metrics updated too sporadically. The answer stated:

Hi [name]-

The metrics team and SSSI [are] working diligently to improve the stability and accuracy of all of our responding tools, including T-Metrics.

We have made significant progress in recent months, and you should expect to see continued improvements into 2016.

Thank you for taking the time to provide the feedback.

(R. Exh. 12 at T686).²⁹

Two suggestions came in December 2015 from two different locations about the negative effects on scores to dropped calls.

Hi Birmingham, thanks for the feedback. Great news! You do have the ability to call your customers back in the event the call drops! We hope you don't have a lot of these scenarios but we understand that calls sometimes drop and don't want you to be negatively affected by customers calling back so we have made it available for you to call your customers back! Please take a look at the below link and especially the Valid and Invalid Callbacks Reason section. That will give you all the reasons why we would want to call our customers back. Thanks again for the feedback!

Hi Chattanooga, Thank you very much for the feedback. At this time we would not be changing the parameters regarding iOCR as the Metric Team meets weekly to discuss these scenarios and sets the goals accordingly to these situations. Don't forget, there is also a policy you can follow for dropped calls that allows you to call the customer back thus not taking a hit on your iOCR: [intranet site link provided] Thank you again for the feedback and keep it coming!

(R. Exh. 12 at T510 and T521).³⁰ On January 13, 2016, a similar pain point arose in Oakland. Senior Metrics Analyst Irvin gave Respondent's response:

Hi [name],
Thank you very much for the feedback. We take these things into account when we set the goals. Some of these reasons is why we don't set the goal to 0%. Make sure to follow the policy for dropped calls and attempt to contact the customer back if possible. Its important to remember that not all dropped calls = an iOCR hit At this time we wont be making any changes but again, please keep the feedback coming. This is a great way for us to gain insight on how things are working for you and if we can make any changes to make them better!

(R. Exh. 12 at T280 and T740).

Another pain point submission from Springfield stated that end of month metrics were inaccurate. The initial response was on July 15, 2015, with a later response of apparently October 19, 2015 and closed on December 17, 2015.

²⁹Also see R. Exh. 12 at T237 and T697, Wichita pain point in December 2015 for metrics and sales number should be visible on the same day or next day, if possible, with a lengthy response concluded that the 2016 implementation should improve upon accuracy and timeliness of the reporting tools.

³⁰ Also see R. Exh. 12 at T172 and T632, a similar pain point submitted from Salem, and the response in December 2015 was no change in metrics. Once again the submitter was encouraged to keep sending feedback.

7/15: Thank you for submitting your pain point. I am reviewing this item with additional Customer Service Support team resources. Please give me a couple of weeks to provide additional updates and possible resolution to your item.

I reviewed this feedback with the metrics team and unfortunately there is not a way to speed up the process, but the reps that feel there is a discrepancy they will need to work with their local leadership team for disputes. The metrics team does scrub items to ensure full fairness across all teams and are always willing to follow up on any escalations from the site leaders for reps performance.

(R Exh. 12 at T190 and T650; also T61 from Chattanooga).

An August 11, 2015 entry from Bellingham complained about the myVOC policy and dispute policy and how it could be “devastating” to CSR’s scoring. The response, initialed with “K.T.”, had a recorded response on August 13, but marked as “question answered” and closed December 17, 2015:

813 (K.T.) Thank you for the feedback. This is a hot topic of discussion and we will be talking through the recent updates and changes on our National T-Voice meeting Wednesday 8/19. I will work with Victoria Morgan between now and then for updates to the doc numbers. We will have a lot more details come Wednesday when we meet with NCSQ.

(R. Exh. 12 at T42 and T502, Bellingham).

A Meridian pain point, first entered on November 18, 2015, suggested that more scores were needed to ensure accuracy of VOC. The lengthy response discussed the factors making up the VOC score. (R. Exh. 12 at T112 and T572). For a similar pain point, also from Meridian about November 18, the T-Voice response was:

Hi [name]! There's not a lot of detail in here but I assume you are suggesting that we ask customers more questions than just [those] we ask them today. Good news for you - we are going to test a new survey (we'll do it behind the scenes at first without impacting any front line reps or coaches) and it will have additional questions regarding T-Mobile [. . .] [I]t should provide us much more insights without making the survey too long. Stay tuned for more information coming in January when we begin testing!

(R. Exh. 12 at T111 and T571). Also see: R. Exh. 12 at T118 and T578 for pain point suggesting how to measure.

Another Meridian pain point, entered November 18, 2015, discussed iOCR disputes and suggested a dispute process. Respondent, on December 1, 2015, answered that it would not do so and told the CSR to further track “one off” calls, send them to leadership and request that they be sent to the metrics team. (R Exh. 12 at T114, T574).

A Mission pain point suggested CSRs have time to catch up on emails so that they did not have to stay after the shift. The response in October 2015 stated:

I have forward this idea to the RP team for review and see if this is something we could implement for future improvements. I will update details after I get their response items.

5 CSRs had concerns about backskilling, apparently assisting other areas, and the effect it might have on metrics. One response, initially dated July 21 and continuing to July 24, 2015, in response to Salem, stated:

10 7/21 (KT): Hi [name]! Thanks for the feedback and T-Voice item. I am pulling in our Metrics team to help me better understand how back skilling impacts metrics (positive and negative). I have them looped in but will not have a full answer for your pain point until further review with the additional support team. Please give me a couple of weeks to follow up with more details.

15 7/24 (KT): Followed up with the metrics team and was able to get some more details for back skilling impacts. There are some negative impacts, but they are very small to the performance or monthly bonus expectations. If the back skill is more than a percent of their calls the metrics team reviews that each month and does what is right for the Frontline employee. If we see a large influx in calls that impact their metrics they have set up mitigation process to ensure the frontline employees bonus, Inner circle points and realignment items are not impacted and set the mitigation plan in place.

(R. Exh. 12 at T165 and T615, closed 12/17/15). A similar concern was raised about September 29, 2015, with an answer on November 12, 2015:

25 I am working on getting some positioning and feedback for how the metrics teams is addressing the back skill items and impacts to metrics. More to come.

(R. Exh. 12 at T176 and T636, marked last as awaiting response 12/17/15).

30 Another metrics pain point, submitted November 25, 2015 from Richmond, suggested that each center should determine its own metrics (GC Exh. 12 at T161). The December 2, response stated:

35 12/2/15 Thank you for your comment. We've received similar feedback from others, and based on that feedback we are working with the leadership team in each site to determine the best way to provide a "discretionary" metric that can be awarded by individual sites. You should see a change coming tentatively beginning January 1st. Over the past several months, we have spent a lot of time researching other metrics we could use for Solution Center. To drive Brian's goals of Resolution and Customer Experience, iOCR and Quality are the best metrics that Solution Center can impact, that can also drive the enterprise goals. If you or your peers have any other recommendations, please feel free to share. Have a nice day! :-)

This pain point was marked as "awaiting response" as of December 17, 2015. (GC Exh. 12 at T621).

45 In December 2015 and January 2016, a number of pain points regarding metrics were submitted. For a certain metric that counted against agents, Respondent provided this response on December 18, 2015:

Hi [name],

This is a valid complaint and one that we hear often. In Q1, the previous [metric] is going to be revisited with this in mind. We won't have a resolution here for at least a month but we will definitely consider this when redesigning the process and see how we can implement something such as this. We will also be taking a look if a specific adjustment code should be created for [metric].

Thank you for the feedback.

(R. Exh. 12 at T248 and T708, Oakland).

Another metric pain point from Salem, with a response on December 3, 2015, discussed how a certain type of credit impacted the statistics:

Great suggestion! This is definitely a painpoint for our frontline reps. [. . .] This pain point hits the nail on the head of impact. In Q1 2016, we will be evaluating a feedback form that can be used in situations like this. Thanks again for the feedback.

(R. Exh. 12 at T248 and T708).

Regarding certain myVOC disputes, a Mission pain point, entered on December 16, 2015, stated such a dispute affected employee metrics, which led to a failure in maximizing bonus potential. Assigned again to Senior Metrics Analyst Irvin, Respondent's response was:

Hi [name], very sorry for the misunderstanding. A MyVOC dispute that is approved by your leadership absolutely counts in ACERR ranking along with all the other things the metric counts towards. I.E., Winner Circle, bonus, realignment rank. The Metrics Team will be in contact with your leadership team to see what wires might have been crossed. Again, sorry for the misunderstand[ing, sic] but thank you for bringing this to our attention!

The item was closed on December 28, 2015 with the note of "no change." (R. Exh. 12 at T257 and T717).

On about December 23, 2015, a pain point recommended that employee metrics, which was labeled as call center management, be used to have a bonus kicker for taking certain overflow calls with increased difficulty. The pain point was marked as "awaiting response." (R. Exh. 12 at T255 and T715, Salem).

Another Springfield metrics pain point highlighted the method of calculating myVOC and recommended a way to change the calculation. The entry was from Janaury 4, 2016 and answered the same day, apparently by Irvin:

Hi [name], thanks for the feedback. We have received this request in the past as well. The Metrics Team currently meets weekly to discuss feedback that is received and your voice is heard loud and clear. We also work with the quality team on these suggestions as they are ultimately the owners of MyVOC. At this time however, the team has discussed the current program and we will not be making any changes to the way it is currently being ran. We do appreciate the feedback and encourage you to continue to send it in as this is a great way for us to identify pain points for us to make changes! Thanks!

(R. Exh. 12 at T258 and T718). Irvin also was assigned a January 14, 2016 pain point from Albuquerque, which he answered the same day; his response requested an example and stated he would be happy to research the matter. (R. Exh. 12 at T284 and T744. Also see: R. Exh. T310 and T770, Richmond, entered 12/4/2015 with answer same day and closed 1/29/16).

Irvin provided a lengthy response to an iOCR pain point based upon a Charleston submission and suggestion, dated January 18, 2016. The response, dated February 27, 2016, included a long summary of calculations of why the suggestion would not work; Irvin's discussion addressed service levels and a need to hire more employees to accommodate the suggestion, but encouraged the submitter to continue to provide feedback. (R. Exh. 12 at T331 and T791).

Similarly, Irvin addressed a Wichita iOCR pain point that recommended not counting calls if a customer calls back within 30 seconds. Entered on February 16, 2016, Irvin answered the same day:

Hi [name]!

Thank you very much for the feedback. We in the Metrics Team are always looking for ways to balance the business and make your jobs easier. At this time however, we won't be making any changes to iOCR. Part of the reasons we don't set the goal much lower is due to the reasons you state. We incorporate a lot of things into the goal and this is one of them. I encourage you to keep the feedback coming though as we don't hear pain points without people like you. Thanks!

(R. Exh. 12 at T330 and T790).

A pain point from Salem, entered February 15, 2016, included several suggestions, including counting statistics for the long term. The response, dated February 18, 2016, thanked the submitter for the feedback, but Respondent did not want to cause confusion and ultimately dissatisfaction with how the metrics worked, but would pass along the feedback to the metrics committee. The item was marked "under review." (R. Exh. 12 at T338 and T798, Salem).

At least two additional metrics pain points were submitted the week of February 21, 2016. Both were marked "awaiting response." Irvin responded to one that each rep metric was under examination, which would determine the best course of action to take care of the frontline team; the impact would have to be assessed first and the submitter "should hear something in a week or so." (R. Exh. 12 at T343 and T803, T348 and T808).

F. Post-ULP Charge, Respondent Emphasizes Customer Pain Points

The charge in this matter was filed on February 24, 2016, the day of a scheduled national T-Voice meeting. On February 23, manager of the T-Voice program Kimberly Tolman sent to T-Voice teams, including Wichita's Jason Richards and national T-Voice representatives, an agenda for a national T-Voice meeting agenda for scheduled for February 24, 2016. The agenda included a metrics focus group, which stated "feedback and pain points of rep metrics and scorecard" and then a presentation from the marketing focus group, dealing with customer pain points. Approximately 8 hours after the original email, Tolman sent a revised agenda that eliminated discussion of metrics. Tolman's email states, "There was a recent change to the

agenda and we will not be hosting a focus group discussing metrics. The Metrics team understands the importance of gaining rep feedback and I will continue to work with them for future items.” She then limited the upcoming discussion to share pain points on marketing strategy items previously provided. (GC Exh. 92 at T4589, T4590; R. Exh. 8). Tolman identified the metrics were removed because “this was about the time that a ---charge had come into place and we wanted to ensure that we removed any items that could be impacted” (Tr. 950-951). Richards testified that the metrics focus group portion did not occur and, when asked why, simply said it was stricken. (Tr. 688-689).

The Flush Facts, March 2016 edition, reflect only customer issues, such as checking status of minutes available by computer, the headset exchange policy, and a packaging issue for refurbished headsets. (GC Exh. 29).

In March 2016, Tolman conducted a national team meeting and issues meeting notes to the T-Voice representatives, T-Voice program managers and contractors. The minutes reflect a review of T-Voice’s goals. Tolman said that it was normal to do so, but after the unfair labor practice charge was filed in February, the “leadership team” wanted to reinforce the focus on customer pain points. (Tr. 909-914; GC Exh. 90 at T966-T967).

SharePoint reflects that a few employee pain points were entered in late February and March 2016. Some dealt with metrics and others dealt with promoting events with certain rewards.

In April 2016, a senior representative in Wichita emailed her T-Voice representative about career development. The T-Voice representative forwarded it to the T-Voice West Region and responded to the senior representative that he agreed, was working on the project and looking at ways to improve the process; he also told her to provide any other feedback to make the process better. Tolman saw the email and pulled it out of T-Voice. She instead directed to Bellingham Assistant Director Jason Lee an email, instructing him to address this issue at the site leadership level and to remind the T-Voice representative to direct employee relations items to site leadership. Tolman concluded, “Thanks for all your help as this is a highly sensitive item.” (Tr. 946-947; GC Exh. 92 at T4519-T4520).

By T-Voice’s one-year anniversary, a July 29, 2016 email from Vice President Callie Field to all customer service employees indicated that T-Voice addressed only customer pain points; employee pain points were not mentioned.³¹ (GC Exh. 89). An August 16, 2016 email to Menaul Call Center and Menaul ECR, requesting applications for T-Voice representatives, now identified T-Voice’s purpose as identifying, discussing and communicating solutions for customers. (GC Exh. 6). On August 1, 2016, Tolman announced that the T-Voice representatives voted on the “top pain points.” However, none of the pain points related to working conditions, benefits, or pay.

On June 17, 2016, Menaul’s resource planning manager emailed the Menaul coaches, senior representatives and CSRs regarding “T-Voice Follow Up” for scheduling paid time off. (GC Exh. 10). Kozlowski testified the email was “just a communication thing” but also admitted it was a follow up to an anonymous T-Voice submission. According to Kozlowski, the anonymous submission was not entered into the SharePoint T-Voice log. (Tr. 765-767).

³¹ The email also discussed that the Retail group would soon start its T-Voice program. Neither the charge nor the complaint raises allegations that Respondent’s use of T-Voice within the Retail group employees violated the Act and I do not address any issues there.

When recruiting T-Voice representatives in August 2016, Kozlowski's email now stated that T-Voice was dealing with customer issues and no longer included the phrase "internal and external customers." (GC Exh. 6).

III. ANALYSIS OF ALLEGED DOMINATION, IN VIOLATION OF SECTION 8(a)(2) (COMPLAINT ¶7)

To determine whether Respondent violated Section 8(a)(2) through T-Voice, I first examine credibility, then whether T-Voice was a labor organization under Section 2(5). If I find that T-Voice operated as a labor organization, I then examine whether Respondent dominated T-Voice. *Electromation, Inc.*, 309 NLRB 990, 994 (1992), *enfd.* 35 F.3d 1148 (7th Cir. 1994); *EFCO Corp. v. NLRB*, 215 F.3d 1318 (4th Cir. 2000), *enfg.* 317 NLRB 372 (1998). Respondent's intent in formation of T-Voice is irrelevant to the analysis of a possible section 8(a)(2) violation: The statute applies whether intent is "benevolent or malevolent." *Alta Bates Hospital*, 266 NLRB 485, 491 (1976).

A. Credibility and Evidentiary Issues

Before reviewing the actual allegations, I must address Respondent's contention that General Counsel's evidence, particularly the testimonies of its employee witnesses, is flawed because most of it is either hearsay or lacked proper foundation. It also contends General Counsel failed to subpoena any witnesses who were actually involved in T-Voice and relied upon employee witnesses.

Regarding the hearsay claim, Respondent maintained running objections to most of General Counsel's employee witnesses who testified what they were told about T-Voice from either managers or T-Voice representatives. Respondent emphasizes that these statements made to the employees were made out of court and were for the truth of the matter asserted.

The CSRs' testimony concerns what they were told was the purpose of T-Voice and submission of pain points. Some testimony also discussed T-Voice representatives describing their duties to CSRs. This testimony does not meet the definition of hearsay. Further, even presuming those statements were hearsay, hearsay may be accepted "if rationally probative in force and if corroborated by something more than the slightest amount of other evidence." *Dauman Pallet, Inc.*, 314 NLRB 185, 186 (1994), quoting *RJR Communications*, 248 NLRB 920, 921 (1980) and citing *Livermore Joe's Inc.*, 285 NLRB 169 fn. 3 (1987). Also see *RC Aluminum Industries, Inc.*, 343 NLRB 939, 939-940 (2004). The CSRs' testimonies are supported by more than a scintilla of evidence: They are corroborated by a number of emails discussing T-Voice, T-Voice results, the T-Voice representatives' roles and Respondent's SharePoint log showing what pain points were submitted.³² Respondent's coaches and managers were notified on T-Voice representatives' emails and Respondent presented no contradictory evidence.

Regarding Respondent's contention that General Counsel failed to establish credible evidence because it did not subpoena witnesses, Respondent relies partially upon the Case

³²I consider Respondent's emails about T-Voice and SharePoint responses to entries as Respondent's admissions against interest, which are not hearsay pursuant to Fed. R. Evid. 801(d)(2). *Ferguson Enterprises, Inc.*, 355 NLRB 1121 fn. 2 (2010). In addition, the documents are the best evidence about the document content, not the testimony provided about the content. *The Contract Knitter, Inc.*, 220 NLRB 558 (1975).

Handling Manual, which is not a document upon which I can rely. Further, General Counsel cross-examined all witnesses presented by Respondent.

I discredit the testimonies of Respondent's witnesses that T-Voice was only supposed to collect customer pain points. The evidence, as detailed above, shows Respondent not only accepted pain points affecting the CSRs' terms and conditions of employment before the unfair labor practice charge, but also requested employee pain points until the charge was filed. Respondent communicated with CSRs regarding employee pain points and gave T-Voice credit for changes made. Respondent's documentation also undermines its claims that metrics are customer pain points and have no relationship to CSR awards for performance. Instead the documentation reflects that it was well aware that metrics were related to employee performance and some of the pain points were assigned to Tolman herself instead of directly advising the submitter to contact local management without entry into SharePoint. Some were discussed with EE&RT or forwarded to other areas. Irvin's responses in SharePoint also reflect that it answered employee issues on metrics, even to the point of explaining why the pain point and suggestion could not be changed and, in a few cases, that it would be reviewed and considered.

B. Is T-Voice a Labor Organization Pursuant to Section 2(5) of the Act?

"Labor organization" is defined in Section 2(5) of the Act as:

. . . [A]ny organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

The definition of labor organization is broadly construed and is a question of fact. *NLRB v. Peninsula General Hospital Med. Center*, 36 F.3d 1262, 1269 (4th Cir. 1994); *Electromation*, supra. The organization is not required to have a formal structure, elected officers, constitution or bylaws, nor is it required to meet regularly. *Id.* at 994. Even without this formal framework or regular meetings, the group may meet the definition of Section 2(5). *Id.*

In examining whether the definition of labor organization applies to a group, the Board applies a four-part test: (1) employee participation; (2) purpose to "deal with" employers; (3) the dealing concerns conditions of employment or other statutory subjects; and (4) for employee representation committees, evidence that the committee has some representation of employees. *Electromation*, 309 at 996.

(1) Employee participation in T-Voice

CSRs were selected to participate in T-Voice as representatives. Their terms of service are limited, but not so limited as to say individuals were participating as opposed to a selection of representatives. Short terms tend to favor obtaining significant input from a multitude of employees with face to face contacts. *NLRB v. Streamway Div.*, 274 F.2d 691, 294-295 (6th Cir. 1982) (3-month rotation indicated less likely to be employee representation and therefore acting as individuals); *Sears, Roebuck & Co.*, 274 NLRB 230, 243-244 (1985) (one employee from each department met with management only for two meetings before rotating out). At first,

CSRs were selected for six months, and now for 9 months. This information demonstrates that employee participation was more likely on a representative basis, not on an individual basis.

(2) Whether T-Voice existed, at least in part, of “dealing with” the employer

Any group may be an employee representation committee or plan if it includes employee participation and deals with conditions of work or other statutory subjects. *Electromation*, 309 NLRB at 994. The term “dealing with” is broader than “collective bargaining” and “applies in situations that do not contemplate the negotiation of a collective-bargaining agreement.” *Electromation*, 309 NLRB at 995. An anti-union motive is not necessary to make the finding that an employer violates Section 8(a)(2). *Electromation*, 309 NLRB at 996. However, the purpose of the group or its actual dealings, not motive, drives the discussion on “dealing with” employees for conditions of employment. *Id.* at 996; *NLRB v. Peninsula*, 36 F.3d at 1270. For further elucidation of “the interplay between Section 8(a)(2) and Section 2(5),” the *Electromation* Board relied upon *NLRB v. Cabot Carbon Co.*, 360 U.S. 203 (1959).

The question then is whether T-Voice dealt with Respondent as a “bilateral mechanism in which that group of employees effectively made proposals to management, and management responded to these proposals by acceptance or rejection by word or deed.” *Polaroid Corp.*, 329 NLRB 424, 425 (1999), citing *E.I. du Pont & Co.*, 311 NLRB 893, 894 (1993). To establish dealing, the evidence must show a pattern or practice, or a purpose to have a pattern or practice; if the group only makes “ad hoc proposals,” even with management acceptance or rejection, dealing is not present. *E.I. du Pont*, 311 NLRB at 894. Compromise is not a necessary element. *Id.*

The pattern and practice with T-Voice shows that employees effectively made proposals. Respondent, in its SharePoint spreadsheet, referred to pain point submissions as suggestions or feedback. Despite these labels, employees made numerous proposals for changes in their scheduling, benefits and metrics. *Dillon Stores*, 319 NLRB 1245, 1251 (1995).

If the purpose of the tasks assigned to the employees is purely a managerial function, then no dealing exists. *Crown Cork & Seal, Co., Inc.*, 334 NLRB , (2001), discussing *Electromation*, 309 NLRB at 995 and *General Foods Corp.*, 231 NLRB 1232, 1232-1233 (1977). On the other hand, when a group of employees discuss suggestions that were submitted by other employees with management, Respondent appears to have designated the “worker members” as representatives of their coworkers. *NLRB v. Webcor Packaging, Inc.*, 118 F.3d 1115, 1120-1121 (6th Cir. 1998), *enfg. in rel. part* 319 NLRB 1204 (1995). The T-Voice representative duties were not merely managerial. Because the suggesting employees are absent and the “worker members” are acting in their stead during local and national meetings and collection of pain points, T-Voice used the “worker members” as representatives of the coworkers, particularly in management meetings, focus groups and other such contacts. *Id.*

EFCO Corp., 327 NLRB 372 (1998), *enfd.* 215 F.3d 1318 (4th Cir. 2000) must be considered for “dealing with.” The Board found three of four employer-established employee committees unlawful. The fourth committee, the employee suggestions screening committee, did not deal with the employer. This committee only reviewed suggestions in a “clerical or ministerial” method to screen suggestions from the employees’ suggestion box. 327 NLRB at 376. T-Voice did not just screen pain points. The T-Voice representatives participated in focus groups about the issues, which is beyond screening of suggestions, and implies a bilateral mechanism, beyond brain storming, to address pain points. *Id.*

I also find instructive *Reno Hilton Resorts*, 319 NLRB 1154, 1156-1157 (1995). The employees raised issues such as compensation and other employment matters, including safety, equipment needed, employee rotation, training of new employees, staffing air flow in working areas, job descriptions, and paid sick days. Although the majority of concerns did not deal with wages, hours and terms and conditions of employment, the Board applied the definition of Section 2(5) to find that the employee organization in part dealt with the employer concerning those subjects. *Id.* at 1156-1157. Similarly here, although most of the issues did not deal with employee pain points, the employee pain points raised the loyalty program, paid time off and rewards through metrics. Respondent gave T-Voice credit for raising paid time off and the loyalty program and that T-Voice got results.

Before filing of the unfair labor practice charge, a number of the responses to the pain points also show some consideration by management. For benefits, some were forwarded to the benefits provider. For metrics, Senior Analyst Irvin reviewed methods and gave responses. Tolman too forwarded to EE&RP.

Respondent characterized T-Voice as no more than a permissive suggestion box. (R. Br. at 4). Indeed, T-Voice sometimes used a suggestion box and the email equivalent of a suggestion box. A suggestion box normally would be a safe haven as it is unilateral and the proposals are made individually, not in group fashion. *Polaroid Corp.*, 329 NLRB at 425. However, collection of pain points was not limited to the suggestion boxes. T-Voice representatives solicited pain points through face to face contacts, such as table days and knowledge days. T-Voice representatives primarily collected the suggestions and presented them to management. According to Respondent's witnesses, the SharePoint entries were not to be duplicated. As seen above, several of the pain points identify concerns either from a number of representatives or a number of call centers. Compared to the suggestion box, T-Voice also made responses directly and indirectly to those who submitted pain points. In several cases, Respondent moved the submitted employee pain point to a different department or to other managers to address the issue, with the promise to have further updates. The communication therefore was not a unilateral submission of pain points.

Respondent also cites *Crown Cork & Seal*, *supra*, to deny T-Voice dealt with Respondent. However, the Board found the tasks delegated to the employee committees were purely managerial and therefore could not be a labor organization pursuant to Section 2(5). 334 NLRB at 701-702. As pointed out in *Keeler Brass Automotive Group*, 317 NLRB 1110, 1114 (1995), the committees in *Crown Cork & Seal* made changes without the employer's approval. With T-Voice, some of the tasks, such as training, could be considered managerial; nonetheless, the collection of employee pain points and attendance at focus groups and Respondent's pattern of responses support a finding that Respondent used T-Voice to "deal with."

(3) These dealings concerned "grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work."

As described above, T-Voice dealt with a number of employee pain points and Respondent credited T-Voice with a number of changes, particularly in its loyalty program, paid time off, WiFi access, and charging stations in Springfield. In many pain points when changes were not made, Respondent logged in answers in its SharePoint program, with some directly addressed to employees or a call center, why it could not comply, or that the issue was under consideration. *Thompson Ramo Woolridge, Inc.*, 132 NLRB 993, 994-995 (1962), *enfd.* as modified, 305 F.2d 807 (7th Cir. 1962).

Despite Respondent's insistence that T-Voice was not supposed to deal with these issues, the process and answers given within the SharePoint log undermine testimony from Respondent's witnesses. This conclusion is further supported by anecdotal evidence from CSRs and emails from management, including Vice President Brueckman. Even if metrics were excluded, the topics dealt directly with diverse employee issues, such as paid time off, grandparental leave, wifi access for employees, vision benefits, among others. *Dillon Stores*, 319 NLRB at 1247-1248 (e.g., requests about smoking lounge and vacation are proposals on wages, hours and terms and conditions of employment).

Respondent skims over this topic in its analysis, with little discussion of the topics, volume of interactions and handling of the issues. I distinguish the issues from the one issue resolved in *General Foods*, 231 NLRB at 1235: There the only issue possibly dealt with holiday work schedules, which the administrative law judge termed as "de minimis and isolated." Here, the number of issues included not only holiday schedules, but paid time off, other forms of leave, loyalty awards, how to obtain and use Appreciation Zone awards, and the metrics described above. Because the pain points were not supposed to be repeated in the SharePoint spread sheet, some of the pain points note that a number of representatives asked for the same thing.

Based upon this information, T-Voice dealt specifically with issues impacting only employees, not customers.

(4) Evidence of some representation of employees

Representation of employees is evidenced by T-Voice obtained T-Voice representatives from different shifts, various call functions and different call centers. Anecdotal evidence demonstrates that the T-Voice representatives verbally encouraged fellow CSRs to submit pain points either indirectly through suggestion boxes or email or directly to them. But see *EFCO*, 327 NLRB at 375 fn. 8 (citing *Electromotion*, 309 NLRB at 994 fn. 20, finding that the committees acted in a representational capacity and therefore unnecessary to determine whether employee group acted as a representative of other employees).

(5) Conclusion Regarding 2(5) Status

The factors support a finding that T-Voice was a labor organization within the meaning of Section 2(5) of the Act. The next step is to determine whether T-Voice was dominated as alleged.

C. Was T-Voice Dominated, as Defined in Section 8(a)(2) of the Act?

Section 8(a)(2) of the Act states that an employer commits an unfair labor practice when it acts to:

To dominate or interfere with the formation or administration of any labor organization or contribute financial or other supporter to it: *Provided*, That subject to rules and regulations made and published by the board pursuant to section 6, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay

Electromotion, 309 NLRB at 995-996, instructs that actual domination exists "by virtue of the employer's specific acts of creating the organization itself and determining its structure and

function.” If the organization is formed by employees and its structure is determined by employees, then the organization is not dominated. *Id.*³³

This analysis here examines three elements for an employee representation group: Management creates the labor organization; management determines the structure and function of the labor organization; and management controls the continued existence of management. *Webcor Packaging, Inc.*, 319 NLRB at 1204.

Uncontroverted evidence shows Respondent created T-Voice. *Yukon Mfg. Co.*, 310 NLRB 314, 335-336 (1993). It completely supported T-Voice financially. Tolman drew up the by-laws. Respondent determined T-Voice’s purpose: Until the unfair labor practice charge was filed, T-Voice was not limited to collecting and resolving customer pain points in a “closed feedback loop,” but also dealt with employee pain points. Tolman’s documentation even stated that the program was to drive recognition.

Respondent dictated the T-Voice’s structure and direction by establishing its goals and meeting agendas, requiring face to face meetings with management, and determining how to enter pain points. Management attended the committee meetings. These facts demonstrate that Respondent determined the structure and function of T-Voice. *EFCO*, 327 NLRB at 377.

T-Voice’s administration and continued existence depended upon Respondent. Respondent stipulated that it provided all financial support for T-Voice. It maintained all databanks and controlled the scheduling of T-Voice representatives’ activities through resource planning.³⁴ Respondent, with some assistance from T-Voice representatives, solicited CSRs for new T-Voice representatives at Respondent’s appointed times. Respondent determined how many T-Voice representatives would serve at a time, the length of service, and which areas would be represented. T-Voice representatives were selected by management according to Respondent’s criteria. *Electromation*, 35 F.3d at 1154; *NLRB v. Webcor Packaging, Inc.*, 118 F.3d 1115 (6th Cir. 1997), cert. denied 118 S.Ct. 1035 (1998), enf. 319 NLRB 1203 (1995). Respondent never claimed that T-Voice could be disbanded at the employees’ choice and no evidence was presented to show T-Voice had a limited life span. Thus, T-Voice’s initial and continued existence depended upon Respondent.

The question here is whether T-Voice “is the creation of management, whose structure and function are essentially determined by management . . . and whose continued existence depends on the fiat of management.” *Electromation, Inc.*, 309 NLRB at 995. Each of these factors has been demonstrated. In *Reno Hilton*, 319 NLRB at 1157, domination existed when the employer developed the quality committee, created the agendas, determined the number, size and structure of the committees and paid the employees for their time. Management included itself in the committee meetings and maintained “ultimate decision making power.” *Id.* Similarly, employees volunteered for their positions. *Id.* However, Respondent took the domination one step further than in *Reno Hilton* by having managers make the ultimate selection of the T-Voice representatives. Compare *Reno Hilton*, 319 NLRB at 1157.

³³ Employee satisfaction or dissatisfaction with T-Voice is not relevant to the inquiry. *NLRB v. Newport News Shipbuilding & Dry Dock Co.*, 308 U.S. 241, 247-248 (1939). I therefore make no findings and rely upon objective facts.

³⁴ According to *Keeler Brass Automotive Group*, 317 NLRB at 1115-1116, paying for T-Voice representatives’ time and providing meeting space and equipment are not per se violations of Section 8(a)(2); however, when “in furtherance of Respondent’s domination of the Committee,” the totality of circumstances dictates that Respondent was not acting at “arm’s length” with T-Voice. *Id.*

Respondent's actions with T-Voice are similar to *Ryder Distribution Resources, Inc.*, 311 NLRB 814 (1993): Domination existed when an employer created wage and benefit committee, sought employee volunteers, assigned management representative to committee, conducted formalized training sessions to teach employees about employer's problem-solving methods and financially supported the committee. Respondent also appointed specific managers to coordinate the entire program. *Electromation*, 35 F.3d at 1162-1163.

Respondent's brief does not contend that it cured its unlawful conduct after the unfair labor practice charge was filed, but I consider Respondent's conduct pre- and post-charge. An employer may relieve itself of unlawful conduct through an effective repudiation. *Passavant Memorial Area Hospital*, 127 NLRB 138 (1978). The repudiation must be timely, unambiguous, specific to the nature of the conduct, and free from other proscribed illegal conduct. *Id.*, citing *Douglas Div., The Scott & Fetzer Co.*, 228 NLRB 1016, 1024 (1977). Although Respondent tapered off on accepting employee pain points by the end of March 2016, or at least did not enter them into the SharePoint spreadsheet, its actions do not pass the *Passavant* criteria as it instead said that it re-emphasized that T-Voice was to collect only customer pain points. Because the unlawful conduct took place over several months, Respondent's shift to accepting only customer pain points, without employee pain points, was not timely. Respondent did nothing regarding its previous acceptance and treatment of employee pain points.

I therefore find that, since August 23, 2015, Respondent violated Section 8(a)(2) by dominating T-Voice.

IV. **Allegations That Respondent Violated Sections 8(a)(1) and (3) By Promising and Granting Benefits During Ongoing Union Campaign (Complaint ¶¶6(a) and 8)**

General Counsel alleges that Respondent promised increased benefits and improved terms and conditions for employment if employees submitted pain points through T-Voice, in violation of Section 8(a)(1). (Complaint ¶6(a)). General Counsel also alleges that respondent granted benefits through solicitation of grievances in violation of Section 8(a)(3). Both allegations maintain that these actions occurred during Charging Party CWA's ongoing union campaign.

An anti-union motive is not necessary to make the finding that an employer violates Section 8(a)(2). *Electromation*, 309 NLRB at 996. Also see *NLRB v. Webcor*, 118 F.3d at 1123. However, proof of an employer's discriminatory motivation may be based on evidence of the employer's contemporaneous commission of other unfair labor practices. See, e.g., *Amptech, Inc.*, 342 NLRB 1131, 1135 (2004), *enfd.* 165 Fed.Appx. 435 (6th Cir. 2006); *David Saxe Productions, LLC*, 364 NLRB No. 100 (2016).

Respondent's witnesses testified that they accepted employee complaints through an open door policy. However, with T-Voice, the methodology changed with implied promises to remedy them. *Center Service System Div.*, 345 NLRB 729, 730 (2005), *enfd.* in rel. part, 482 F.3d 425 (6th Cir. 2007) (employer cannot rely on past practice if it significantly alters how it solicits during a union campaign); *Amptech*, 342 NLRB at 1136. I therefore find that Respondent's promises to look into these issues and respond through T-Voice was indeed solicitation of grievance and implied promises to remedy employee grievances during an ongoing union campaign.

The Section 8(a)(3) allegation, however, requires a finding that Respondent, through T-Voice, granted these benefits due to the ongoing unionization efforts. Because of the duration

of the union campaign, which was over 6 years at the time of the hearing, I am unable to find specific evidence of animus related to Respondent's grant of benefits through T-Voice. The prior unfair labor practices findings are not specific evidence that Respondent granted these particular benefits to stave off unionization. Most cases cited by General Counsel and Charging Party show that the grant of wage increases or other benefits occurred shortly after a union campaign began or after the petition was filed. See, e.g., *Capitol EMI Music*, 311 NLRB 997, 1010-1011 (1993), enfd. 23 F.3d 399 (4th Cir. 1994).

Examining the grant of benefits under Section 8(a)(1), instead of Section 8(a)(3), requires an analysis under *NLRB v. Exchange Parts*, 374 U.S. 405 (1964). *Exchange Parts* is applicable even when a petition has not yet been filed. *Manor Care Health Services-Easton*, 356 NLRB 202, 222 (2010), enfd. 661 F.3d 1139 (D.C. Cir. 2011). Normally analysis under Section 8(a)(1) for grant of benefits would be through an objective standard, but *Exchange Parts* examines for motive. *Id.*, citing *Network Dynamics Cabling*, 351 NLRB 1423, 1424 (2007), and cases cited therein. Here, a number of years passed, and like the Section 8(a)(3), I cannot say the record shows that Respondent and T-Voice's motives were spurred by animus. I therefore shall recommend dismissal of this allegation.

V. Alleged Confidentiality Rule Prohibiting Employees from Discussing T-Voice, in Violation of Section 8(a)(1)

General Counsel contends that Respondent violated Section 8(a)(1) with six documents labeled either confidential or for Respondent's internal use only. As previously noted, all CSRs sign a confidentiality agreement for trade secrets. I will first examine the applicable law, then present the documents. Documents specifically arose in Albuquerque and on a national level. Lastly, I examine the parties' positions and provide analysis.

A. Applicable Law for Confidentiality

Section 7 provides employees with the right to self-organization and collectively bargaining, as well as the right to act together for their mutual aid or protection. These rights have long been interpreted to "necessarily encompass[] the right effectively to communicate with one another regarding self-organization at the jobsite." *Beth Israel Hospital v. NLRB*, 437 U.S. 483, 491 (1978). These rights includes employee communications regarding their terms and conditions of employment. *Central Hardware Co. v. NLRB*, 407 U.S. 539, 542-543 (1972); *Parexel International, LLC*, 356 NLRB 516, 518 (2011), citing *Aroostook County Regional Ophthalmology Center*, 317 NLRB 218, 220 (1995), enfd. in part 81 F.3d 209 (D.C. Cir. 1996) (discussions regarding wages, the core of Section 7 rights, are the grist on which concerted activity feeds).

An employer violates Section 8(a)(1) of the Act if it maintains workplace rules that would reasonably tend to chill employees in the exercise of their Section 7 rights. See *Lafayette Park Hotel*, 326 NLRB 824, 825 (1998), enfd. 203 F.3d 52 (D.C. Cir. 1999). The analytical framework for assessing whether maintenance of rules violates the Act is set forth in *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004). Under *Lutheran Heritage*, a work rule is unlawful if "the rule *explicitly* restricts activities protected by Section 7." *Id.* at 646 (emphasis in original). If the work rule does not explicitly restrict protected activities, it nonetheless will violate Section 8(a)(1) if "(1) employees would reasonably construe the language to prohibit Section 7 activity; (2) the

rule was promulgated in response to union activity; or (3) the rule has been applied to restrict the exercise of Section 7 rights.” *Id.* at 647.

Rules cannot be construed in isolation and must be given a reasonable reading. *The Roomstores of Phoenix, LLC*, 357 NLRB 1690 fn. 3 (2011); *Lutheran Heritage*, 343 NLRB at 646. Any ambiguity in the rule must be construed against the drafter as employees should not have to decide what information is not lawfully subject to prohibition. *Hyundai America Shipping Agency*, 357 NLRB 860, 861-862 (2011); *Lafayette Park*, 343 NLRB at 825. Facial challenges to the rules do not depend upon evidence of enforcement. *Schwan’s Home Service*, 364 NLRB No. 20, slip op. at 2, fn. 4 (2016). All rules are examined to determine whether an employee could reasonably construe the language to prohibit Section 7 activities. *Lily Transportation Corp.*, 362 NLRB No. 54 (2015).

An employer may legitimately require confidentiality rules in appropriate circumstances. However, the employer must attempt to minimize the impact of such a rule upon protected activity. *Boeing Co.*, 362 NLRB No. 195, slip op. at 1 (2015). When the rule fails to present “accompanying language that would tend to restrict its application,” employees reasonably could assume that protected concerted activities, such as discussing wages, hours and terms and conditions of employment, are included in the prohibition. *Lily Transportation Corp.*, 362 NLRB No. 54, slip op. at 1 and fn. 3.

B. Alleged Violations from Menaul

Each of the following four documents was labeled with the reminder: “Content is for T-Mobile Internal Use Only.” Menaul Manager Niki Kozlowski was the author of each document.

General Counsel cites a July 11, 2015 example that included the phrase “Content is for T-Mobile Internal Use Only”. General Counsel summarized the email as follows:

In a July 11, 2015 email from Kozlowski to all employees at the Albuquerque Menaul Call Center, she praises the work of T-Voice by noting the number of pain points submitted along with a request for employees to submit any ideas they have to improve customer service options, policy updates, nice to have’s, etc. Within her email, Kozlowski included pictures of T-Voice Representatives along with the line, “Content is for T-Mobile Internal Use Only”.

The second instance raised by General Counsel was a December 9, 2015, email from Kozlowski, in which she solicited employees for new T-Voice representatives. After thanking everyone for making 2015 a year in which T-Voice members effectuated changes, she stated T-Voice was the method of identifying, discussing, and communicating solutions to roadblocks for internal and external customers, and for providing frontline feedback to senior management. (GC. Exh. 20).

In the third instance, Kozlowski’s email discussed a scavenger hunt at Menaul. The hunt concerned Respondent’s new intranet site and, in turn, promised employees an opportunity to win prizes like smartphone and accessories. (GC Exh. 94 at T1660).

Lastly, on August 6, 2016, Kozlowski emailed the Menaul employees to recruit for new T-Voice representatives. After thanking the current T-Voice representatives, she briefly included the purpose of T-Voice and the necessary method for applying for a position. (GC Exh. 6).

5 C. Alleged documents at the corporate level

1. *T-Voice Charter*

10 The T-Voice Charter was marked "T-Mobile Confidential." (GC Exh. 40; GC Exh. 94 at T1053). Employees received copies of the charter. (Tr. 421). The charter includes no specific data of trade secrets, marketing plans, or specifics on metrics. Instead, it identifies the goal of T-Voice to create a closed loop communication system, briefly identifies selection criteria for T-Voice representatives, discusses meeting schedules for clearing up points," and identifies in generalities the key tasks. (GC Exh. 40).

2. *Summary of Charleston summit posted to OneVoice*

20 Respondent posted to its intranet site a one-page summary about the Charleston summit. All employees have access to the intranet. Authored by Senior Communications Manager for Frontline Communications Vanessa Gallant, the summary discusses that 65 T-Voice representatives attended the summit and an overview of what happened. (GC Exh. 94 at TMSP1538). The bottom line states "Content is for Internal TMUS Use Only."

25 D. Parties' Positions and Analysis

None of the emails were issued in response to union activity. Nothing in the record reflects enforcement of the confidentiality requirement. Therefore the standard is based upon whether a reasonable employee would read the confidentiality requirement as preventing the employee from sharing the information with persons outside the organization.

1. *Parties' Positions*

35 General Counsel argues that the confidentiality requirements in the above emails and documents restrict employee communication about their wages, hours, and terms and conditions of employment, pursuant to *Lutheran Heritage*, supra, and *Triple Play Sports Bar & Grille*, 361 NLRB No. 31, slip op. at 1 (2014). Respondent contends that the lack of testimony about the phrase warrants a finding that General Counsel did not carry its burden of proof.

40 Respondent also contends that most of the documents concerning T-Voice, except those mentioned by General Counsel, were not subject to such restriction and employees therefore would understand that:

45 . . . the six-word phrase can only be interpreted, at most, as a restriction on the "content of the particular email, if and only if, the email contains information not readily available elsewhere concerning T-Voice (i.e., commercially sensitive or non-public information concerning customers. This reading would not violate the law."

(R. Br. at 117). Respondent points to two cases to demonstrate that a general warning is sufficient for these documents: *Super K-Mart*, 330 NLRB 263, 263-264 (1999); and *Lafayette Park Hotel*, 326 NLRB at 824 and 826.

2. Analysis

No evidence was presented that the warnings of confidentiality were enforced and I am permitted to determine whether the documents are facially lawful. See generally *Schwan's Home Services*, supra.

The first Menaul email occurred in July 2015. The 6-month statute of limitations is based upon a charge filed on February 23, 2016. The statute of limitations period begins then on August 23, 2015. Because this email occurred before the statute of limitations, I dismiss any portion of the allegation relating to this email.

The remainder of the emails occurred within the statute of limitations. None contain any trade secrets, marketing plans, or other information that might be considered confidential. Nothing discusses private customer information. A reasonable employee would not necessarily read the emails with its confidentiality restriction and follow Respondent's logic to search for other documents that allow outside discussion. Respondent's reasoning ignores that, in requiring employees to search for similar information, it supports a finding that the confidentiality requirements are ambiguous. Further, Respondent's logic, that the information is available elsewhere and employees would know whether the information was confidential from other documents, begs the question: Why these emails? Respondent has not explained satisfactorily why these emails, compared to other documents, are confidential, but the information implicitly may not be so restricted. One email promises potential rewards for participation in the scavenger hunt and therefore deals with a benefit Respondent gave to employees. These emails deal with working conditions, including the existence of T-Voice. I therefore find that Respondent unlawfully restricted communication about the three Menaul emails by labeling them as confidential and for internal use only.

I rely upon more recent cases, such as *Boeing*, supra, and *Lily Transportation*, supra, than *Super K-Mart* and *Lafayette*. The facts in *Lafayette Park Hotel* are distinguishable as well. The Board in *Lafayette Park Hotel* examined a rule that prohibited divulging private information to employees, other individuals, or entities without authorization to receive such information. The Board concluded that employees reasonably would understand that the confidential information was legitimate business information, not information related to Section 7 rights.

VI. Section 8(a)(1) Allegation that Manager Interrogated Employees about Home Visits from Charging Party (Complaint ¶6(b))

A. January 8, 2016: Events in a Wichita Call Center Group Meeting (Complaint ¶6(b))

Three teams met with Wichita Director Jeffrey Elliott. The teams were supervised by Coahes Wambach, Uhde and Maron, with about 35 to 40 people in attendance.

CSR Angela Melvin testified that Elliott began the meeting with statistics on the number of pain points submitted and the number resolved. He gave statistics on the decline of unions and said he had an open door policy. Uhde talked about the iPhone launch and effect on call backs/iOCR. Melvin further testified that, at the beginning of the meeting, Elliott asked how

many people had a home visit from a union representative. Five to six people raised their hands. Maron talked about that things an employer could and could not say, and further said that signing a union card was like signing a blank check. Melvin raised her hand and said there was no union at T-Mobile at the time. One of the CSRs, Vincent Krehbiel, started screaming at her in the meeting about how the hell she got his address. Melvin said she did not have his address. He said the hell she didn't. She said she did not, but the union might. Krehbiel asked Jeff Elliott if he could hit the union representatives with his car. Elliott said, in a condescending manner, that he did not want anyone to get hurt. (Tr. 366).

CSR Vincent Krehbiel, who attended the meeting as part of Uhde's team, testified that he was the one who brought up how the Union obtained his address. He addressed his concern to Elliott, but admitted asking how many of his fellow employees had been contacted by the Union at their homes. (Tr. 520). Elliott said the company did not provide that information to employees. (Tr. 525). Krehbiel directed his questions several times to one female employee, whose name he did not know, about the Union obtaining personal information. He said the fellow employee gave him no response. He was angry then, and he was angry when he testified as well because he did not want his wife disturbed. Krehbiel recalled little else in the meeting.

B. Analysis

I credit that Krehbiel raised the issue of whether the Union had the employee addresses. Elliott testified but had little independent recall of the overall meeting events. I do not rely upon his testimony except for identifying Krehbiel as the person who questioned his fellow employees about the home visits. Melvin had difficulty recalling events and was hesitant. I therefore cannot find that Elliott interrogated employees about the home visits and recommend dismissal of this allegation.

CONCLUSIONS OF LAW

1. Respondent T-Mobile USA, Inc. is an employer within the meaning of Section 2(2), (6), and (7) of the Act.
2. Charging Party Communication Workers of America AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.
3. Since at least June 1, 2015, T-Voice has been a labor organization within the meaning of Section 2(5) of the Act.
4. Since August 23, 2015, Respondent T-Mobile, through T-Voice, violated Section 8(a)(1) by implied promising to remedy grievances during an ongoing union campaign.
5. Respondent violated Section 8(a)(1) by limiting to internal discussion only certain emails and documents.
6. Since August 23, 2015, Respondent T-Mobile violated Section 8(a)(2) of the Act by maintaining, dominating and assisting T-Voice.
7. The unfair labor practices committed by the Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent T-Mobile USA, Inc. has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Whenever an employer unlawfully establishes and maintains a dominated labor organization, that organization must be disestablished. *Webcor*, 319 NLRB at 1206 and cases cited therein. The rationale for doing so dates back to the earlier days of enforcing the Act: The dominated labor organization cannot function as a bargaining representative of employees and employees must have a choice to begin anew for organizing purposes. *Id.* (citing *NLRB v. Pennsylvania Greyhound Lines*, 303 U.S. 261, 270 (1938) and *NLRB v. Newport News Shipbuilding Co.*, 308 U.S. 241, 250 (1939)). Also see: *Keeler Brass Automotive Group*, 317 NLRB at 1116; *Ona Corp.*, 278 NLRB 400 (1987) (disestablishment essential when §8(a)(2) violation found).

Regarding the unlawful confidentiality provisions that act as unlawful rules, Respondent must immediately rescind the offending rule so that employees may engage in protected activity without fear of being subjected to the unlawful rule. *Guardsmark, LCC*, 344 NLRB 809, 812 (2005), *enfd. in rel. part* 475 F.3d 369 (D.C. Cir. 2007). Pursuant to *Guardsmark*, Respondent may comply with the Order by rescinding the unlawful rules and republishing the documents without them. Any revised documents should be distributed to all employees.

The Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice shall be posted in the Employer's facility or wherever the notices to employees are regularly posted for 60 days without anything covering it up or defacing its contents. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 23, 2015. When the notice is issued to the Employer, it shall sign it or otherwise notify Region 14 of the Board what action it will take with respect to this decision.

General Counsel requests the enhanced remedy of notice readings. For serious and persistent multiple unfair labor practices, a notice reading is a "minimal acknowledgement of the obligation . . . imposed by law and provides employees with some assurance that their rights under the Act will be respected in the future." *Affinity Medical Center*, 362 NLRB No. 78, slip op. at 1 (2015). According to General Counsel, notice readings are particularly important to ensure that all employees, not just those reading bulletin boards, are aware of the information contained in the Board's notice. *UNF West, Inc. v. NLRB*, 844 F.3d 451, 463 (5th Cir. 2016), *enfg.* 363 NLRB No. 96 (2016). The reading is an "effective but moderate way to let in a warming wind of information, and more important, reassurance." *J.P. Stevens & Co v. NLRB*, 417 F.2d 533, 539-540 (5th Cir. 1969).

General Counsel relies upon past cases involving Respondent's actions. Respondent, at its Albuquerque Menaul Call Center, promulgated an unlawful rule against speaking about

unionization. *T-Mobile USA, Inc.*, 365 NLRB No. 15 (2017). Another case, found Respondent maintained numerous unlawful rules at its facilities across the United States and Puerto Rico. *T-Mobile USA, Inc.*, 363 NLRB No. 171 (2016). Respondent appealed four of the rules to the Fifth Circuit; the Board has applied for enforcement. Also pending is an administrative law judge's ruling regarding the Wichita facility, but it is not precedential until the Board rules upon Respondent's exceptions. I do not rely upon these earlier decisions as they are of a different nature than the Section 8(a)(2) violations found here.

Although I find the Section 8(a)(2) violation pervasive throughout the call centers, the prior unfair labor practices primarily involve rules, interrogation, and threats of discipline. I cannot find the prior labor practices, even coupled with the Section 8(a)(2) violation, constitutes such a combination of serious violations. I therefore decline to recommend reading of notices.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³⁵

ORDER

Respondent T-Mobile USA, Inc., its officers, agents, successors and assigns, shall:

1. Cease and desist from

- a. Dominating, interfering with the formation or administration, or assisting or otherwise supporting T-Voice or any other labor organization at any of its call center facilities;
- b. Soliciting grievances and impliedly promising to remedy them during an ongoing union campaign;
- c. Maintaining confidentiality rules on emails and summaries about T-Voice, including recruiting for T-Voice representatives, scavenger hunts, the T-Voice Charter, and the summary of the Charleston summit.
- d. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act

- a. Immediately disestablish and cease giving assistance, including administration and financial assistance, or any other support to T-Voice or any other labor organization;
- b. Rescind or revise the emails and documents, which recruit for T-Voice positions, direct employees to engage in a scavenger hunt, the T-Voice charter, and the

³⁵If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes due under the terms of this Order.

summary of the Charleston summit, that limit disclosure of the information to internal use only or are marked confidential.

- 5 c. Furnish all employees with revised copies of the documents above that advise that the unlawful rules have been rescinded, or provide language of lawful rules.
- 10 d. Within 14 days after service by the Region, post at its call center facilities copies of the attached notice marked "Appendix."³⁶ Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 23, 2015.
- 15
- 20
3. Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

25 IT IS FURTHER ORDERED that all allegations contained in the complaint found not to constitute unfair labor practices are dismissed.

30 Dated: Washington, D.C. April 3, 2017



Sharon Levinson Steckler
Administrative Law Judge

³⁶If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union
 Choose representatives to bargain with us on your behalf
 Act together with other employees for your benefit and protection
 Choose not to engage in any of these protected activities.

WE WILL NOT dominate, assist or otherwise support T-Voice or any other labor organization.

WE WILL NOT solicit grievances or impliedly promise to remedy them during an ongoing union campaign.

WE WILL NOT maintain rules that prohibit your discussions about T-Voice, such as recruiting for T-Voice representatives, directing you to participate in scavenger hunts, discussing the Charleston summit or T-Voice Charter with anyone not employed by the company.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL immediately disestablish and cease giving any assistance or support to T-Voice or any other labor organization.

WE WILL rescind or revise the rules that prohibit your discussions about T-Voice, such as recruiting for T-Voice representatives, directing you to participate in scavenger hunts, discussing the Charleston summit or T-Voice Charter with anyone not employed by the company.

WE WILL provide you with revised or rescinded copies of the documents that previously prohibited discussions about T-Voice, such as recruiting for T-Voice representatives, directing you to participate in scavenger hunters, and discussing the Charleston summit or the T-Voice Charter with anyone not employed by the company.

T-MOBILE USA, INC.

 (Employer)

Dated _____ By _____

 (Representative)

 (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. The Administrative Law Judge's decision can be found at www.nlr.gov/case/ or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940. You also may obtain information from the Board's website: www.nlr.gov.

1222 Spruce Street, Room 8.302, St. Louis, MO 63103-2829
(314) 539-7770, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/14-CA-170229 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.]



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (314) 449-7493.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com

and

CASE 10-CA-216313

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Employer, Amazon.com

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Joseph C. Ragaglia

MAILING ADDRESS: Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103

E-MAIL ADDRESS: joseph.ragaglia@morganlewis.com

OFFICE TELEPHONE NUMBER: 215.963.5365

CELL PHONE NUMBER: 610.331.2544 FAX: 215.963.5001

SIGNATURE: Joseph C. Ragaglia (b) (6), (b) (7)(C)

DATE: 3-13-18 (Please sign in ink.)

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com

and

CASE 10-CA-216313

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Employer, Amazon.com

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Michael E. Lignowski

MAILING ADDRESS: Morgan, Lewis & Bockius, LLP, 1701 Market Street, Philadelphia, PA 19103

E-MAIL ADDRESS: michael.lignowski@morganlewis.com

OFFICE TELEPHONE NUMBER: 215.963.5455

CELL PHONE NUMBER: _____ FAX: 215.963.5001

SIGNATURE: Michael E. Lignowski (b) (6), (b) (7)(C)

DATE: 3-13-18 (Please sign in ink.)

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

How would you escape from your workplace in an emergency? Do you know where all the exits are in case your first choice is too crowded? Are you sure the doors will be unlocked and that the exit access, such as a hallway, will not be blocked during a fire, explosion, or other crisis? Knowing the answers to these questions could keep you safe during an emergency.

What is an *exit route*?

An *exit route* is a continuous and unobstructed path of exit travel from any point within a workplace to a place of safety. An *exit route* consists of three parts:

- *Exit access* – portion of an *exit route* that leads to an exit.
- *Exit* – portion of an exit route that is generally separated from other areas to provide a protected way of travel to the *exit discharge*.
- *Exit discharge* – part of the *exit route* that leads directly outside or to a street, walkway, refuge area, public way, or open space with access to the outside.

How many *exit routes* must a workplace have?

Normally, a workplace must have at least two *exit routes* to permit prompt evacuation of employees and other building occupants during an emergency. More than two exits are required, however, if the number of employees, size of the building, or arrangement of the workplace will not allow employees to evacuate safely. *Exit routes* must be located as far away as practical from each other in case one is blocked by fire or smoke.

Exception: If the number of employees, the size of the building, its occupancy, or the arrangement of the workplace allows all employees to evacuate safely during an emergency, one *exit route* is permitted.

What are some other design and construction requirements for *exit routes*?

- *Exit routes* must be permanent parts of the workplace.

- *Exit discharges* must lead directly outside or to a street, walkway, refuge area, public way, or open space with access to the outside. These *exit discharge* areas must be large enough to accommodate the building occupants likely to use the *exit route*.
- *Exit stairs* that continue beyond the level on which the *exit discharge* is located must be interrupted at that level by doors, partitions, or other effective means that clearly indicate the direction of travel leading to the *exit discharge*.
- *Exit route* doors must be unlocked from the inside. They must be free of devices or alarms that could restrict use of the *exit route* if the device or alarm fails.
- Side-hinged exit doors must be used to connect rooms to *exit routes*. These doors must swing out in the direction of exit travel if the room is to be occupied by more than 50 people or if the room is a high-hazard area.
- *Exit routes* must support the maximum permitted occupant load for each floor served, and the capacity of an *exit route* may not decrease in the direction of *exit route* travel to the *exit discharge*.
- Ceilings of *exit routes* must be at least 7 feet, 6 inches high.
- An exit access must be at least 28 inches wide at all points. Where there is only one exit access leading to an exit or exit discharge, the width of the exit and exit discharge must be at least equal to the width of the exit access. Objects that project into the exit must not reduce its width.
- Outdoor *exit routes* are permitted but must meet the minimum height and width requirement for indoor *exit routes* and must
 - have guardrails to protect unenclosed sides if a fall hazard exists;
 - be covered if snow or ice is likely to accumulate, unless the employer can demonstrate accumulations will be removed before a slipping hazard exists;
 - be reasonably straight and have smooth, solid, substantially level walkways; and
 - not have a dead-end longer than 20 feet.

What are the requirements for exits?

- *Exits* must be separated by fire resistant materials—that is, one-hour fire-resistance rating if the exit connects three or fewer stories and two-hour fire-resistance rating if the exit connects more than three floors.
- *Exits* are permitted to have only those openings necessary to allow access to the *exit* from occupied areas of the workplace or to the *exit discharge*. Openings must be protected by a self-closing, approved *fire door* that remains closed or automatically closes in an emergency.

What are the maintenance, safeguarding, and operational features for *exit routes*?

OSHA standards require employers to do the following:

- Keep *exit routes* free of explosive or highly flammable furnishings and other decorations.
- Arrange *exit routes* so employees will not have to travel toward a high-hazard area unless the path of travel is effectively shielded from the high-hazard area.
- Ensure that *exit routes* are unobstructed such as by materials, equipment, locked doors, or dead-end corridors.
- Ensure that safeguards designed to protect employees during an emergency remain in good working order.
- Provide lighting for *exit routes* adequate for employees with normal vision.
- Keep *exit route* doors free of decorations or signs that obscure the visibility of *exit route* doors.
- Post signs along the *exit access* indicating the direction of travel to the nearest *exit* and *exit discharge* if that direction is not immediately apparent. Also, the line-of-sight to an exit sign must be clearly visible at all times.
- Mark doors or passages along an *exit access* that could be mistaken for an *exit* “Not an Exit” or with a sign identifying its use (such as “Closet”).
- Install “EXIT” signs in plainly legible letters.
- Renew fire-retardant paints or solutions often enough to maintain their fire-retardant properties.
- Maintain *exit routes* during construction, repairs, or alterations.
- Provide an emergency alarm system to alert employees, unless employees can promptly see or smell a fire or other hazard in time to provide adequate warning to them.

Are employers required to have emergency action plans?

If you have *10 or fewer employees*, you may communicate your plan orally. If you have *more than 10 employees*, however, your plan must be written, kept in the workplace, and available for employee review. Although employers are required to have an emergency action plan (EAP) only when the applicable OSHA standard requires it, OSHA strongly recommends that all employers have an EAP. Here are the OSHA standards that require EAP's:

- Process Safety Management of Highly Hazardous Chemicals - 1910.119
- Fixed Extinguishing Systems, General - 1910.160
- Fire Detection Systems, 1910.164
- Grain Handling - 1910.272
- Ethylene Oxide - 1910.1047
- Methylenedianiline - 1910.1050
- 1,3-Butadiene - 1910.1051

What are the minimum elements of an emergency action plan?

- Procedures for reporting fires and other emergencies.
- Procedures for emergency evacuation, including the type of evacuation and *exit route* assignments.
- Procedures for employees who stay behind to continue critical plant operations.
- Procedures to account for all employees after evacuation.
- Procedures for employees performing rescue or medical duties.
- Name or job title of employees to contact for detailed plan information.
- Alarm system to alert workers.

In addition, you must designate and train employees to assist in a safe and orderly evacuation of other employees. You must also review the emergency action plan with each employee covered when the following occur:

- Plan is developed or an employee is assigned initially to a job.
- Employee's responsibilities under the plan changes.
- Plan is changed.

Must all employers have fire prevention plans?

If you have *10 or fewer employees*, you may communicate your plan orally. If you have *more than 10 employees*, however, your plan must be written, kept in the workplace, and available for employee review. Although employers are only required to have a fire prevention plan (FPP) when the applicable OSHA standard requires it, OSHA strongly recommends that all employers have a fire prevention plan (FPP). The following OSHA standards require FPPs:

- Ethylene Oxide, 1910.1047
- Methylenedianiline - 1910.1050
- 1,3-Butadiene - 1910.1051

Here are the minimum provisions of a fire prevention plan:

- List of all major fire hazards, proper handling and storage procedures for hazardous materials, potential ignition sources and their control, and the type of fire protection equipment necessary to control each major hazard.
- Procedures to control accumulations of flammable and combustible waste materials.
- Procedures for regular maintenance of safeguards installed on heat-producing equipment to prevent the accidental ignition of combustible materials.
- Name or job title of employees responsible for maintaining equipment to prevent or control sources of ignition or fires.
- Name or job title of employees responsible for the control of fuel source hazards.

In addition, when you assign employees to a job, you must inform them of any fire hazards they may be exposed to. You must also review with each employee those parts of the fire prevention plan necessary for self-protection.

How can I get more information on safety and health?

For more detail on exit routes and related standards see *Exit Routes, Emergency Action Plans, and Fire Prevention Plans* in *Title 29 of the Code of Federal Regulations (CFR)* 1910.33-39; and OSHA Directive CPL 2-1.037, *Compliance Policy for Emergency Action Plans and Fire Prevention Plans*. In addition, employers who comply with the exit route provisions of the National Fire Protection Association's 101-2000, *Life Safety Code*, will be considered in compliance with the OSHA requirements for exit routes.

OSHA has various publications, standards, technical assistance, and compliance tools to help you, and offers extensive assistance through workplace consultation, voluntary protection programs, strategic partnerships, alliances, state plans, grants, training, and education. OSHA's *Safety and Health Program Management Guidelines* (54 *Federal Register* 3904-3916, 1/26/89) detail elements critical to the development of a successful safety and health management system. This and other information are available on OSHA's website.

- For one free copy of OSHA publications, send a self-addressed mailing label to OSHA Publications Office, 200 Constitution Avenue N.W., N-3101, Washington, DC 20210; or send a request to our fax at (202) 693-2498, or call us toll-free at (800) 321-OSHA.
- To order OSHA publications online at **www.osha.gov**, go to **Publications** and follow the instructions for ordering.
- To file a complaint by phone, report an emergency, or get OSHA advice, assistance, or products, contact your nearest OSHA office under the U.S. Department of Labor listing in your phone book, or call toll-free at **(800) 321-OSHA (6742)**. The teletypewriter (TTY) number is (877) 889-5627.
- To file a complaint online or obtain more information on OSHA federal and state programs, visit OSHA's website.

This is one in a series of informational fact sheets highlighting OSHA programs, policies, or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to *Title 29 of the Code of Federal Regulations*. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999. See also OSHA's website at **www.osha.gov**.



Occupational Safety
and Health Administration

U.S. Department of Labor
2003

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.



WORKING HOURS POLICY
ACKNOWLEDGMENT FORM

By clicking "Acknowledge" above, I acknowledge that I have access to a copy of the [Working Hours \(Non-Exempt/Hourly\) Policy](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Working Hours Policy.

- If I am an *hourly employee*, I am responsible for reporting all hours worked; taking a work free unpaid 30 minute meal period; and taking paid rest breaks. I understand that no one may allow or ask me to perform work "off the clock" without being paid.
- If I am a *salaried employee*, I understand that I may not allow or ask any hourly employee to perform work "off the clock" without being paid. This includes, but is not limited to, not interrupting meal periods or rest breaks with work related matters. I will not falsify or incorrectly report time worked for an hourly employee or advise an hourly employee to do so.

By clicking "Acknowledge" above, I also agree to notify a human resources representative, my supervisor, any other manager, the Legal Department, or [Amazon's Ethics Line](#) immediately in the event I have reason to believe that any violation of the Working Hours Policy occurred.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.



WORKPLACE HARASSMENT & EQUAL EMPLOYMENT OPPORTUNITY POLICY ACKNOWLEDGMENT FORM

By clicking "Acknowledge" above, I acknowledge that I have access to a copy of the [Workplace Harassment & Equal Employment Opportunity Policy](#) through MyDocs and that I am responsible for reading, understanding, and complying with both policies.

By clicking "Acknowledge" above, I also understand the following:

- I understand that Amazon is an equal opportunity affirmative action employer, and that discrimination or harassment against any employee or applicant for employment on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities, or other legally protected status will not be tolerated. This policy pertains to all personnel-related activities, including selection, hiring, benefits, work schedules, promotions, demotions, transfers, recruiting, advertising, reductions-in-force, terminations, and all forms of compensation and training. A strong commitment by each employee is necessary to ensure equal employment opportunity for all.
- I understand that if I have any concerns that I am being subjected to any form of discrimination, harassment or retaliation in violation of Amazon's policies, I should immediately bring this to the attention of a human resources representative, my supervisor, any other manager, the Legal Department, or I should call [Amazon's Ethics Line](#) through which I can raise an anonymous complaint at any time.
- I understand that I am required to complete training in the first two months of my employment on the Workplace Harassment policy as a condition of my continued employment.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Subject: Blue Badge Email

From: atl6-attendance <atl6-attendance@amazon.com>

Date: (b) (6), (b) (7)(C) /2017 11:16 PM

CC: atl6-hr <atl6-hr@amazon.com>

Good Evening Team,

I would first like to say, Congratulations on being a blue badge Amazonian! Due to recent changes in HR coverage, we are unable to conduct onsite conversion meetings. No worries, you are still a blue badge associate and your pay and benefits will be handled accordingly. Below you will find all of the information that would have been covered during your orientation. Please review and stop by the HR desk/HR managers office if you have any questions or concerns. Your blue badges are ready and can be picked up at the security desk on your next scheduled shift. Remember, until you physically receive your blue badge you must park at the offsite parking lot. We appreciate your patience and understanding during this time.

Your Part-Time Blue Badge Benefits:

- Employee Assistance Program
- Nurse Line
- Medical phone consultation 24/7
- Child/Elder Care Referral
- Survivor and Transitional Support Services
- Health Care Navigation Services
- Employee Discount (10% up to \$100/year)

Time off Options :

- **Paid Time:**
 - Holiday Pay
 - Jury and Witness Duty
 - Bereavement
- **Unpaid Time Off (UPT):**
 - 30 hours awarded on blue badge hire date
 - 20 additional hours every quarter

After 30-day waiting period:

- Basic Life and AD&D Insurance \$25,000

After 90-day waiting period:

- \$500 annual add to pay for health care expenses
- Amazon Dental (employee only)
- Amazon Vision (employee only)

After 1-year waiting period

- Career Choice part-time benefit

If you are eligible for Amazon's Medical Plan, you are not eligible for any federal premium subsidies or tax credits to assist you in paying for medical coverage through the Health Insurance Marketplace or "Exchange"

Benefit Resources:

Amazon's Health Marketplace

- Contact info: [844-730-8915](tel:844-730-8915)
- Online Resource: www.healthcoverageresources.com/amazon/home

Amazon Benefits Questions:

Benefits Service Center

- Contact info: [866-644-2696](tel:866-644-2696)

What is Career Choice?

- Amazon's tuition assistance program
- Earn certificates and 2-year Associate of Applied Science degrees in high demand fields

What is the eligibility for Career Choice?

- You must have one year of continuous service with Amazon and/or Subsidiary
 - Be a full-time (30+) hourly blue badge associate
 - Or a part-time class Q (20-29 hours), hourly blue badge associate in FC, Sort Centers, Fresh, Pantry or Prime Now

What is covered in this tuition benefit?

- Pre-payment of 95% of your tuition and fees
- Reimbursement for 95% of the cost of required books
- Up to \$3,000 (full-time) or \$1,500 (part-time) maximum per year for up to 4 years

Thanks! If you have any questions regarding these benefits; PLEASE CONTACT THE HRC: **HR Support 24/7**

HRC Hotline [\(863\) 420.2201](tel:863-420-2201) | HRC E-Mail: HRC@Amazon.com | [Live Chat!](#)

— Attachments: —

PT Benefits Program Presentation.pptx

2.4 MB

From: (b) (6), (b) (7)(C)
To: [Brandner, Kurt](#)
Subject: vacation time, paid personal time
Date: Thursday, March 15, 2018 10:15:21 AM

Hi Kurt,

I totally forgot to mention that under the July 2016 Owner's Manual, I was also due but never given my vacation days, as well as my paid personal days as a Regular Part-time (non temporary) associate working 20+ hours. This is the other reason they do not wish to review my full hours. (See pages 8-9 and 13-14 of the July 2016 Owner's Manual). I also reviewed the last page of the Appeals Policy and this is what it states:

"I realize that the decision made by the General Manager/Site Leader/Assistant General Manager or the Appeals Panel is final and binding."

This is another one of those rules that clearly show that they are operating as a labor organization.

In **union** settings, **grievance procedures** help protect employees against arbitrary decisions of management regarding discipline, discharge, promotions, or **benefits**. They also provide labor **unions** and employers with a formal process for enforcing the provisions of their contracts.

This is clearly binding arbitration with a company dominated and controlled union-like organization. That are attempting to force me into arbitration, as though we have a collective bargaining agreement. This is unlawful conduct.



P.O. BOX 81226, SEATTLE, WA, 98108-1226

(b) (6), (b) (7)(C)

Amazon.com.dedc, LLC
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

On behalf of Amazon.com.dedc, LLC (the "Company"), I am very pleased to offer you the position of Seasonal Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on (b) (6), (b) (7)(C) ("Start Date"). Your salary will be \$11.00 per hour and a \$0.00 per hour shift differential where applicable, payable weekly in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1181 ATL6 USA Amazon.com.dedc, LLC

Manager: (b) (6), (b) (7)(C)

Shift Pattern: PT166 - US FC Su-Th 4 hr 1030

Your shift or schedule may change in the future. Based on business need, Amazon.com.dedc, LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

(b) (6), (b) (7)(C)

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

(b) (6), (b) (7)(C), we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

ACCEPTANCE

I accept employment with Amazon.com.dedc, LLC under the terms set forth in this letter.

DocuSigned by:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Signature

(b) (6), (b) (7)(C) /2017

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subject: Inclement Weather 1/17 & 1/18

From: atl6-attendance <atl6-attendance@amazon.com>

Date: 1/19/2018 3:47 PM

To: atl6-attendance <atl6-attendance@amazon.com>

Hello Amazonians!

We have been receiving complaints about weather relating to 1/17 and 1/18. Please know both these days are being excused and UPT/points should not be taken these days. As of right now, the ticket for crediting back UPT/points for 1/17 has cleared and the ticket for 1/18 is currently being worked on. If you are still seeing these infractions after 48 hours please feel free to stop by the HR desk and we can attempt to remedy these days.

Thanks,

Your ATL6 HR team

Atl6-attendance@amazon.com



Subject: UPT time

From: (b) (6), (b) (7)(C)

Date: 1/28/2018 7:29 AM

To: Atl6-attendance <atl6-attendance@amazon.com>

My UPT time was not corrected from the 2 snow days. Please fix this. These days were excused.
The 17th and 18th

[Sent from Yahoo Mail on Android](#)

Subject: Re: UPT time

From: (b) (6), (b) (7)(C)

Date: 1/28/2018 8:36 PM

To: atl6-attendance <atl6-attendance@amazon.com>

(b) (6), (b) (7)(C)

On 1/28/2018 8:33 PM, atl6-attendance wrote:

Do you go by another name? or you know your employee ID number

From: (b) (6), (b) (7)(C)

Sent: Sunday, January 28, 2018 7:30 AM

To: atl6-attendance <atl6-attendance@amazon.com>

Subject: UPT time

My UPT time was not corrected from the 2 snow days. Please fix this. These days were excused. The 17th and 18th

[Sent from Yahoo Mail on Android](#)

Subject: Fwd: Locked Break Room Exits

From: (b) (6), (b) (7)(C) >

Date: 2/6/2018 7:35 AM

To: "HRC@amazon.com" <HRC@amazon.com>

----- Forwarded Message -----

Subject: Locked Break Room Exits

Date: Mon, 5 Feb 2018 22:05:26 -0500

From: (b) (6), (b) (7)(C) >

To: HRC@amazon.com <HRC@amazon.com>, (b) (6), (b) (7)(C) @amazon.com>, (b) (6), (b) (7)(C) @amazon.com>

Dear HR,

For more than four months now our north side break room exit door has been kept locked, both from the inside and outside, creating a constant safety hazard in the event of a fire, explosion, or other crisis.

This locking of the north exit, is currently being deployed as a means to force employees into cutting their break time shorter than the allotted time they actually have, under the normal conditions of having two means of ingress and egress from the break room area.

Through creating added foot traffic in the east hallway entrance, and bottle-necking at the east break room exit, employees are being subjected to unfair and unjust write-ups, and unnecessary safety hazards, as they are now forced to maneuver their way through the obstructions of increased personnel work traffic and congestion. These exits should not cannot be locked, to accomplish these objectives.

These current conditions are in violation of OSHA REGULATIONS, the NATIONAL FIRE PREVENTION ASSOCIATION Codes, and THE SAFETY FIRE COMMISSIONER'S RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY STANDARDS (See Attached)

I am therefore asking that this matter be looked into, and that it be made to cease, as it is causing unnecessary stress and frustration in our workplace environment.

Sincerely,

(b) (6), (b) (7)(C)

— Attachments: —

emergency-exit-routes-factsheet.pdf

88.6 KB

Subject: All Hands Meeting & Birthday Roundtables
From: atl6-attendance <atl6-attendance@amazon.com>
Date: 2/19/2018 5:50 PM
To: Undisclosed recipients;;

ATL6 Associates,

We will be having our first all-hands meeting of the 2018 year on **February 20th (Tuesday)**, **February 22nd (Thursday)** and **February 24th (Saturday)**.

All hands will be conducted at:

- END of sort Tuesday for DAY, TWI
- END of sort Thursday for DAY, TWI
- END of sort Saturday for DAY, TWI
- START of sort for NIT Tuesday and Saturday

We will be having our February Birthday Roundtables on **February 21st (Wednesday)** and **February 23rd (Friday)**. All Birthday Roundtables will be conducted at the beginning of each sort.

This is a very important communication for the ATL6 HR and Leadership team and also a great opportunity to highlight some site accomplishments during our peak season. If you have any additional questions please reach out to HR or a member of leadership.

Thank you,

ATL6 HR and Leadership Team

Subject: Blue Badge Employment Status (b) (6), (b) (7)(C) /18)
From: atl6-attendance <atl6-attendance@amazon.com>
Date: (b) (6), (b) (7)(C) 2018 7:07 PM
To: atl6-attendance <atl6-attendance@amazon.com>

Hello Amazon Associate,

As of, (b) (6), (b) (7)(C) 2018 your missed time has resulted in a loss of UPT that has dropped you to a negative balance. As discussed at orientation, once your UPT balance reaches negative it will result in termination in accordance with the NAFC Attendance Policy. Please e-mail back as soon as possible to let us know if you feel this balance is incorrect. If we do not hear back from you on (b) (6), (b) (7)(C) /2018 **by 11am**, we will proceed with termination of your employment. Please note, that you will be eligible for rehire but you will have to wait 365 days before you can reapply. If you have any questions, please feel free to reach out. If you decide to reply to this email please provide the following information:

VTO Issue – name of manager, dates & brief summary

Scheduling Issue – Current & previous schedule & brief summary

UPT/Points Issue – dates & brief summary

Missed days – documentation (Doctor's note – 3+ days blue badge & 5+ days white badge, jury duty & etc.) & brief summary

Remember to be as detailed as possible.

Thanks,

HR Team

Atl6-attendance@amazon.com

[Accrual balances](#) [Absence Report History](#)

Absence Report History

[New time off request](#)

Date	Type	Date(s) of absence
February 27, 2018	Unpaid time off	February 27, 2018
February 21, 2018	Unpaid time off	February 21, 2018
February 12, 2018	Unpaid time off	February 12, 2018
January 22, 2018	Unpaid time off	January 22, 2018
January 18, 2018	Other	January 18, 2018
January 17, 2018	Unpaid time off	January 17, 2018
January 15, 2018	Unpaid time off	January 15, 2018
January 07, 2018	Unpaid time off	January 07, 2018
December 28, 2017	Unpaid time off	December 28, 2017
December 27, 2017	Unpaid time off	December 27, 2017



Page 1 of 2



ERC HR HELPLINE

Telephone: 888-892-7180

AMAZON HUB

[Dashboard](#)[Compensation](#)[Time off](#)[Schedule](#)[Profile](#)

NEED HELP?

[FAQ](#)[Encountered an issue?](#)

Subject: Re: Blue Badge Employment Status (b) (6), (b) (7)(C) 18)

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) /2018 11:52 PM

To: atl6-attendance <atl6-attendance@amazon.com>, ERC <ERC@amazon.com>

On Thursday January 18, 2018, I called the ECR line because they had taken time for the 17th, and was concerned that they would take it for the 18th as well. On Friday January 19, 2018, ATL6-attendance sent out an email stating that as of that day, a ticket for crediting back UPT/points for 1/17 had cleared, and the ticket for 1/18 was currently being worked on. they further stated that if we were still seeing these infractions after 48 hours, to stop by the HR desk to remedy those days. I stop by the desk, On January 28, 2018 I sent an email to ATL6-attendant informing them that both days were not corrected, and asked them to fix it. They then attempted to claim that no UPT time was ever taken for those days, contradicting the email from January 19, 2018, as well my Absence Report History, which clearly shows that only 1/18/ 2018 was excused. (See attached UPT Absence Report History of the 17th and 18 of January 2018)

I spoke to (b) (6), (b) (7)(C) on this past Thursday March 1 2018, but they still refused to replace the time.

On (b) (6), (b) (7)(C) 2018 7:07 PM, atl6-attendance wrote:

Hello Amazon Associate,

As of, (b) (6), (b) (7)(C) /2018 your missed time has resulted in a loss of UPT that has dropped you to a negative balance. As discussed at orientation, once your UPT balance reaches negative it will result in termination in accordance with the NAFC Attendance Policy. Please e-mail back as soon as possible to let us know if you feel this balance is incorrect. If we do not hear back from you on (b) (6), (b) (7)(C) /2018 **by 11am**, we will proceed with termination of your employment. Please note, that you will be eligible for rehire but you will have to wait 365 days before you can reapply. If you have any questions, please feel free to reach out. If you decide to reply to this email please provide the following information:

VTO Issue – name of manager, dates & brief summary

Scheduling Issue – Current & previous schedule & brief summary

UPT/Points Issue – dates & brief summary

Missed days – documentation (Doctor's note – 3+ days blue badge & 5+ days white badge, jury duty & etc.) & brief summary

Remember to be as detailed as possible.

Thanks,
HR Team
AtI6-attendance@amazon.com

— Attachments: —

My UnpaidTime off Absence Report History.pdf

212 KB

Subject: Fwd: Inclement Weather 1/17 & 1/18

From: _____>

Date: ____/2018 11:55 PM

To: atl6-attendance <atl6-attendance@amazon.com>, ERC <ERC@amazon.com>

----- Forwarded Message -----

Subject:Inclement Weather 1/17 & 1/18

Date:Fri, 19 Jan 2018 20:47:25 +0000

From:atl6-attendance <atl6-attendance@amazon.com>

To:atl6-attendance <atl6-attendance@amazon.com>

Hello Amazonians!

We have been receiving complaints about weather relating to 1/17 and 1/18. Please know both these days are being excused and UPT/points should not be taken these days. As of right now, the ticket for crediting back UPT/points for 1/17 has cleared and the ticket for 1/18 is currently being worked on. If you are still seeing these infractions after 48 hours please feel free to stop by the HR desk and we can attempt to remedy these days.

Thanks,

Your ATL6 HR team

Atl6-attendance@amazon.com

Subject: Fwd: RE: UPT time

From: _____

Date: ____/2018 11:59 PM

To: atl6-attendance <atl6-attendance@amazon.com>, ERC <ERC@amazon.com>

----- Forwarded Message -----

Subject: RE: UPT time

Date: Mon, 29 Jan 2018 02:39:44 +0000

From: atl6-attendance <atl6-attendance@amazon.com>

To: _____ >

There are no UPT taken on those days.

From: _____

Sent: Sunday, January 28, 2018 8:37 PM

To: atl6-attendance <atl6-attendance@amazon.com>

Subject: Re: UPT time

On 1/28/2018 8:33 PM, atl6-attendance wrote:

Do you go by another name? or you know your employee ID number

From: _____

Sent: Sunday, January 28, 2018 7:30 AM

To: atl6-attendance <atl6-attendance@amazon.com>

Subject: UPT time

My UPT time was not corrected from the 2 snow days. Please fix this. These days were excused.
The 17th and 18th

[Sent from Yahoo Mail on Android](#)

Subject: Review of Time Sheet - _____**From:** "_____"@amazon.com>**Date:** ____/2018 7:18 PM**To:** _____

Hi _____,

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective ____/2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

Below I have listed all UPT deductions that were issued from 1/1/2018 through 3/1/2018 as well as the reason for the deduction:

1/4/2018 –	1 hour UPT deducted (left early at 2:33pm, sort was flexed up by 1 Hour)
1/7/2018 –	4 hour UPT deducted (absent)
1/10/2018 –	1 hour UPT deducted (late in at 9:19am)
1/15/2018 –	4 hour UPT deducted (absent)
1/19/2018 –	1 hour UPT deducted (late in at 2:59pm)
1/22/2018 –	4 hour UPT deducted (absent)
1/28/2018 –	1 hour UPT deducted (late in at 9:15am)
2/1/2018 –	1 hour UPT deducted (late in at 9:38am)
2/12/2018 –	4 hour UPT deducted (absent)
2/15/2018 –	1 hour UPT deducted (late in 9:12am)
2/21/2018 –	4 hour UPT deducted (absent)
2/27/2018 –	4 hour UPT deducted (absent)
3/1/2018 –	1 hour UPT deducted (late in at 9:12am)

Total Hours UPT deducted = **31.00 hours**

Remaining UPT Balance: -1.00 hours

Due to repetitive late arrivals and absences, you now have a balance -1.00 hours which is a violation of the NAFC Attendance Policy. If you review the details above and are able to validate that an error was recorded please let me know by end of day tomorrow so I can support you with review the

Subject: Review of Time Sheet - [redacted] (2nd email)
From: "[redacted]@amazon.com">
Date: [redacted]/2018 1:39 AM
To: "[redacted]">

Hi [redacted]

I have not received any response from you to my email communication below in regards to your current negative UPT balance and the deductions that ended in this result.

As stated below, in accordance with our Amazon NAFC Attendance Policy, this will result in separation of employment effective today, [redacted]/2018.

In the event that you would like to appeal this decision, you are able to do so utilizing the attached documentation. Please begin at Step 3 and be sure to return this documentation back to the ATL6 HR team within 7 days. Upon receipt we will then review your request and schedule your appeal date.

Thank you,

[redacted]
[redacted]@amazon.com

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.



From:
Sent: Tuesday, [redacted] 2018 7:19 PM
To: [redacted]
Subject: Review of Time Sheet - [redacted]

Hi [redacted]

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective [redacted]/2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

Below I have listed all UPT deductions that were issued from 1/1/2018 through 3/1/2018 as well as the reason for the deduction:

1/4/2018 –	1 hour UPT deducted (left early at 2:33pm, sort was flexed up by 1 Hour)
1/7/2018 –	4 hour UPT deducted (absent)
1/10/2019 –	1 hour UPT deducted (late in at 9:19am)
1/15/2018 –	4 hour UPT deducted (absent)
1/19/2018 –	1 hour UPT deducted (late in at 2:59pm)
1/22/2018 –	4 hour UPT deducted (absent)
1/28/2018 –	1 hour UPT deducted (late in at 9:15am)
2/1/2018 –	1 hour UPT deducted (late in at 9:38am)
2/12/2018 –	4 hour UPT deducted (absent)
2/15/2018 –	1 hour UPT deducted (late in 9:12am)
2/21/2018 –	4 hour UPT deducted (absent)
2/27/2018 –	4 hour UPT deducted (absent)
3/1/2018 –	1 hour UPT deducted (late in at 9:12am)

Total Hours UPT deducted = **31.00 hours**

Remaining UPT Balance: -1.00 hours

Due to repetitive late arrivals and absences, you now have a balance -1.00 hours which is a violation of the NAFC Attendance Policy. If you review the details above and are able to validate that an error was recorded please let me know by end of day tomorrow so I can support you with review the timecard and ensuring that proper deductions were made.

Thank you,

[REDACTED] (b) (6), (b) (7)(C)

[REDACTED] (b) (6), (b) (7)(C) [@amazon.com](mailto:[REDACTED]@amazon.com)

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.



— Attachments: —

Appeals Process Policy 1.2018.pdf

55.0 KB

Subject: Fwd: Re: Review of Time Sheet - (b) (6), (b) (7)(C) (2nd email)

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C)/2018 8:44 AM

To: amazonappeals-contact@amazon.com, "(b) (6), (b) (7)(C)@amazon.com", ERC <ERC@amazon.com>

I was unlawfully terminated via email at 1:39 AM in violation of Amazon policy (see Attachments) by (b) (6), (b) (7)(C), in retaliation for my recent Ethics Hotline complaint of 2/5/2018, and the complaints made to HR concerning the retaliatory conduct of (b) (6), (b) (7)(C) and various other ATL6 employees, stemming from that incident. I am requesting that this unlawful rush to termination issue be investigated immediately, in conjunction to (b) (6), (b) (7)(C) deliberate failure to properly investigate my time benefit errors, which began before and after my Blue Badge conversion on (b) (6), (b) (7)(C)/2017.

I was hired as a Part Time (20-29) (b) (6), (b) (7)(C), and was never given my proper benefits, nor Blue Badge Orientation. See my New Hire Documentation. I did not hire on as a Flex Time Seasonal (less than 20 hours/week).

I am miss time that was not carried over, in addition to the January 17, 2018 Snow Day, which was not returned.

----- Forwarded Message -----

Subject: Re: Review of Time Sheet - (b) (6), (b) (7)(C) (2nd email)

Date: Thu, (b) (6), (b) (7)(C) 2018 03:33:49 -0500

From: (b) (6), (b) (7)(C)

To: (b) (6), (b) (7)(C)@amazon.com

CC: (b) (6), (b) (7)(C)@amazon.com, ERC <ERC@amazon.com>

Dear (b) (6), (b) (7)(C)

Your contacting me at 1:39 AM off company time, and requiring me to submit my response to you, I find to be nothing more than retaliatory harassment, and a clear violation of the Amazon Work Hours Policy Acknowledgement, and the Workplace Harassment/Equal Employment Opportunity Policy, and is currently being reported to the Ethics Hotline. In addition, I was never hired under the NAFC Attendance Policy as you have falsely asserted, nor were my terms and conditions of employment ever properly acknowledged established or investigated. Your actions are in violation of both the Fair Labor Standards Act, and the "Equal Employment Opportunity Act of 1972" and will be reported as such. Because you are acting outside of the scope of your

employment, I will be requesting your immediate resignation, for these deliberate acts of discrimination and hostility. In the meantime, I am requesting that you cease and desist all current acts of retaliation and harassment over in this matter, and that you withdraw from presiding over this issue immediately, in order that I might obtain a fair and unbiased review of this current situation.

Respectfully,

(b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2018 1:39 AM, (b) (6), (b) (7)(C) wrote:

Hi (b) (6), (b) (7)(C)

I have not received any response from you to my email communication below in regards to your current negative UPT balance and the deductions that ended in this result.

As stated below, in accordance with our Amazon NAFC Attendance Policy, this will result in separation of employment effective today, (b) (6), (b) (7)(C)/2018.

In the event that you would like to appeal this decision, you are able to do so utilizing the attached documentation. Please begin at Step 3 and be sure to return this documentation back to the ATL6 HR team within 7 days. Upon receipt we will then review your request and schedule your appeal date.

Thank you,

(b) (6), (b) (7)(C) | Sr. HRBP – MC05
(b) (6), (b) (7)(C)@amazon.com

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.



From: (b) (6), (b) (7)(C)

Sent: Tuesday, (b) (6), (b) (7)(C) 2018 7:19 PM

To: (b) (6), (b) (7)(C)

Subject: Review of Time Sheet - (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C)

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective (b) (6), (b) (7)(C) 2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

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Total Hours UPT deducted = **31.00 hours**

Remaining UPT Balance: -1.00 hours

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Thank you,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) [@amazon.com](mailto:(b) (6), (b) (7)(C)@amazon.com)

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.



Attachments:

mydocs - Attendance policy.pdf	1.5 MB
mydoc- Work Hours policy Acknowledgment Form.pdf	289 KB
mydoc-Workplace Harassment EEOC policy.pdf	370 KB
mydoc- Approved Time Off Policy.pdf	603 KB
Blue Badge Email.pdf	248 KB
mydoc-Offer and Agreement of Employment.pdf	142 KB
mydoc-July 2016 Owner's Manual.pdf	725 KB

Subject: Outside the scope

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) 2018 10:23 AM

To: "amazonappeals-contact@amazon.com" <amazonappeals-contact@amazon.com>

CC: (b) (6), (b) (7)(C) @amazon.com>, ERC <erc@amazon.com>, Atl6-hr <atl6-hr@amazon.com>

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully,

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

Subject: FW: Outside the scope

From: (b) (6), (b) (7)(C) @amazon.com>

Date: (b) (6), (b) (7)(C) /2018 9:35 PM

To: (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C)

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact

Sent: Thursday, (b) (6), (b) (7)(C) 2018 7:28 AM

To: exescalations <exescalations@amazon.com>

Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>

Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

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Respectfully, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

— Attachments: —

ForwardedMessage.eml	5.3 MB
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Appeals Process Policy.pdf	55.0 KB
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Subject: Re: FW: Outside the scope

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) /2018 10:28 AM

To: (b) (6), (b) (7)(C) @amazon.com>, ERC <ERC@amazon.com>, atl6-attendance <atl6-attendance@amazon.com>, "HRC@amazon.com" <HRC@amazon.com>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>

I was hired under the following "Open Door" Policy, which is contained in the July 2016 Owner's Manual which reads:

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

I was not hired under the terms and conditions of this ATL6 Jan 2018 Appeals Process Policy, to which you are now attempting to subject me to, as a new condition of my receiving access to senior management. I will not be threaten in this manner.

On (b) (6), (b) (7)(C) /2018 9:35 PM, (b) (6), (b) (7)(C) wrote:

Hi (b) (6), (b) (7)(C),

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you

were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact

Sent: Thursday, (b) (6), (b) (7)(C) 2018 7:28 AM

To: execescalations <execescalations@amazon.com>

Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>

Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

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Respectfully, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

Subject: Fwd: Re: FW: Outside the scope

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C)/2018 10:42 AM

To: ATL6 <ATL6-HR@amazon.com>, ATL6 Managers <ATL6-managers@amazon.com>

----- Forwarded Message -----

Subject:Re: FW: Outside the scope

Date:Sat, (b) (6), (b) (7)(C) 2018 10:28:15 -0500

From: (b) (6), (b) (7)(C) >

To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>, ERC <ERC@amazon.com>, atl6-attendance <atl6-attendance@amazon.com>, HRC@amazon.com <HRC@amazon.com> (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>

I was hired under the following "Open Door" Policy, which is contained in the July 2016 Owner's Manual which reads:

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The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

I was not hired under the terms and conditions of this ATL6 Jan 2018 Appeals Process Policy, to which you are now attempting to subject me to, as a new condition of my receiving access to senior management. I will not be threaten in this manner.

On (b) (6), (b) (7)(C) /2018 9:35 PM, (b) (6), (b) (7)(C) wrote:

H (b) (6), (b) (7)(C)

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact

Sent: Thursday, (b) (6), (b) (7)(C) 2018 7:28 AM

To: exescalations <exescalations@amazon.com>

Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>

Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

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Respectfully, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

Subject: RE: FW: Outside the scope

From: "(b) (6), (b) (7)(C)" <[REDACTED]@amazon.com>

Date: [REDACTED]/2018 3:53 PM

To: "(b) (6), (b) (7)(C)" <[REDACTED]>, ERC <ERC@amazon.com>, atl6-attendance <atl6-attendance@amazon.com>, HRC <HRC@amazon.com>, "(b) (6), (b) (7)(C)" <[REDACTED]@amazon.com>

Hello,

I assure you that all associates are encouraged to utilize any open door resource available, just like you've done. The Appeals Program is part of those resources and is an active program at all NACF fulfillment and sort centers offer. You are not obligated in any way to participate, but I wanted to inform you of your eligibility.

I have investigated your termination for attendance, and can confirm that engaging in the appeals process this is your final option, should you wish for your case to be heard. In the event you do not wish to appeal your termination, your employment status will remain unchanged.

Best,

[REDACTED]

From: "(b) (6), (b) (7)(C)" <[REDACTED]>

Sent: Saturday, [REDACTED] 2018 7:28 AM

To: "(b) (6), (b) (7)(C)" <[REDACTED]@amazon.com>; ERC <ERC@amazon.com>; atl6-attendance <atl6-attendance@amazon.com>; HRC <HRC@amazon.com>; "(b) (6), (b) (7)(C)" <[REDACTED]@amazon.com>

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Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact

Sent: Thursday, (b) (6), (b) (7)(C) 2018 7:28 AM

To: execescalations <execescalations@amazon.com>

Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>

Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

Subject: Termination Documents are Available for Review

From: "MyDocs-noreply" <MyDocs-noreply@onbaseonline.com>

Date: (b) (6), (b) (7)(C) /2018 8:06 PM

To: (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Please review your termination letter attached to this email. Your termination and employment documents are available for review on the MyDocs portal for 90 calendar days after the end of your employment. To access the MyDocs portal, navigate to <https://amazon.onbaseonline.com> and input your personal email address and password.

Thank you,

Amazon Human Resources

— Attachments: —

Termination Letter - Employee ID (b) (6), (b) (7)(C) pdf

27.1 KB



(b) (6), (b) (7)(C) /2018

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) (EEID: (b) (6), (b) (7)(C)):

This letter confirms that the date of involuntary termination of your employment with Amazon.com.dedc, LLC is (b) (6), (b) (7)(C) 2018.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources

(b) (6), (b) (7)(C)

Subject: RE: FW: Outside the scope

From: (b) (6), (b) (7)(C) @amazon.com>

Date: (b) (6), (b) (7)(C) /2018 8:11 PM

To: (b) (6), (b) (7)(C) @yahoo.com>

Thank you for your response. I have confirmed that your concerns regarding potential safety issues are currently being addressed onsite and that your termination for attendance is unrelated to your escalation. At this point, there will be no further communication on the matter outside of any questions you may have that are directly related to your appeal benefit. If you do not wish to appeal the termination decision through the standard process, this will be the final response from Amazon.

Best,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Monday, (b) (6), (b) (7)(C) 2018 5:00 PM

To: (b) (6), (b) (7)(C) @amazon.com>

Subject: Re: FW: Outside the scope

The employee Appeals Panel is a labor organization within the meaning of Section 2(5) of the Act, Amazon.com gives assistance and support to this employee Appeals Panel by, including, but not limited to: establishing the employee Appeals Panel program to address employee complaints about their terms and conditions of employment; selecting Appeals Panel representatives; permitting the dominated union to utilize Amazon.com's facilities and equipment; convening meetings of Appeal Panel representatives at Amazon.com's expense; and, bargaining with Appeal Panel representatives concerning employees' terms and conditions of employment, in violation of Section 8(a)(2) and (1) of the Act. and has been reported as such.

In addition, Under the **Standards of Conduct** section of my **July 2016 Owner's Manual** Absenteeism is a **Category 2** issue; generally resulting in corrective action, not a **Category 1** issue; generally resulting in termination. As I said before this is a case of unwarranted retaliation, over my protesting breakroom fire safety issues, and making a concerted effort with my coworkers to address them. To this date, they have never been resolved. The issue is being address via OHSA and the NLRB.

On (b) (6), (b) (7)(C) /2018 3:53 PM, (b) (6), (b) (7)(C) wrote:

Hello,

I assure you that all associates are encouraged to utilize any open door resource available, just like you've done. The Appeals Program is part of those resources and is an active program at all NACF fulfillment and sort centers offer. You are not obligated in any way to participate, but I wanted to inform you of your eligibility.

I have investigated your termination for attendance, and can confirm that engaging in the appeals process this is your final option, should you wish for your case to be heard. In the event you do not wish to appeal your termination, your employment status will remain unchanged.

Best,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Saturday, (b) (6), (b) (7)(C) 2018 7:28 AM
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>; ERC <ERC@amazon.com>; atl6-attendance <atl6-attendance@amazon.com>; HRC <HRC@amazon.com>; (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>
Subject: Re: FW: Outside the scope

I was hired under the following "Open Door" Policy, which is contained in the July 2016 Owner's Manual which reads:

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

I was not hired under the terms and conditions of this ATL6 Jan 2018 Appeals Process Policy, to which you are now attempting to subject me to, as a new condition of my receiving access to senior management. I will not be threaten in this manner.

On (b) (6), (b) (7)(C) 2018 9:35 PM, (b) (6), (b) (7)(C) wrote:

Hi (b) (6), (b) (7)(C)

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals

process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact
Sent: Thursday, (b) (6), (b) (7)(C), 2018 7:28 AM
To: execescalations <execescalations@amazon.com>
Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>
Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

Subject: Fwd: Re: FW: Outside the scope

From: (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7)(C) /2018 8:41 PM

To: excescalations@amazon.com

----- Forwarded Message -----

Subject: Re: FW: Outside the scope

Date: Mon, (b) (6), (b) (7)(C) 2018 20:28:18 -0400

From: (b) (6), (b) (7)(C) >

(b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>, HRC@amazon.com <HRC@amazon.com>, ERC <ERC@amazon.com>, (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>, amazonappeals-contact@amazon.com

According to a recent email the decision to terminate my employment was made on (b) (6), (b) (7)(C) 2018, just 2 days after the (b) (6), (b) (7)(C) 2018 email from (b) (6), (b) (7)(C). Which clearly proves my point when compared to similarly situated persons, this is clearly a case of retaliatory conduct.

On (b) (6), (b) (7)(C) /2018 8:11 PM, (b) (6), (b) (7)(C) wrote:

Thank you for your response. I have confirmed that your concerns regarding potential safety issues are currently being addressed onsite and that your termination for attendance is unrelated to your escalation. At this point, there will be no further communication on the matter outside of any questions you may have that are directly related to your appeal benefit. If you do not wish to appeal the termination decision through the standard process, this will be the final response from Amazon.

Best,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Monday, (b) (6), (b) (7)(C), 2018 5:00 PM

To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>

Subject: Re: FW: Outside the scope

The employee Appeals Panel is a labor organization within the meaning of Section 2(5) of the Act, Amazon.com gives assistance and support to this employee Appeals Panel by, including, but not limited to: establishing the employee Appeals Panel program to address employee complaints about their terms and conditions of employment; selecting Appeals Panel representatives; permitting the dominated union to utilize Amazon.com's facilities and equipment; convening meetings of Appeal

Panel representatives at Amazon.com's expense; and, bargaining with Appeal Panel representatives concerning employees' terms and conditions of employment, in violation of Section 8(a)(2) and (1) of the Act. and has been reported as such.

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I have investigated your termination for attendance, and can confirm that engaging in the appeals process this is your final option, should you wish for your case to be heard. In the event you do not wish to appeal your termination, your employment status will remain unchanged.

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(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Saturday, (b) (6), (b) (7)(C) 2018 7:28 AM
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>; ERC <ERC@amazon.com>; atl6-attendance <atl6-attendance@amazon.com>; HRC <HRC@amazon.com>; (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@amazon.com>
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resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

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H (b) (6), (b) (7)(C),

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Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

Kathryn

From: amazonappeals-contact

Sent: Thursday (b) (6), (b) (7)(C) 2018 7:28 AM

To: execesalations <execesalations@amazon.com>

Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>

Subject: FW: Outside the scope

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retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over [REDACTED] own misconduct. [REDACTED] therefore, is disqualified to initiate and control this proces, as [REDACTED] has clearly acted out [REDACTED] bias in the matter.

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This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully, [REDACTED]

[REDACTED]

[Sent from Yahoo Mail on Android](#)

—Attachments:—

2 Day Termination letter.pdf

27.1 KB



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 10
233 Peachtree St NE
Harris Tower Ste 1000
Atlanta, GA 30303-1504

Agency Website: www.nlrb.gov
Telephone: (404)331-2896
Fax: (404)331-2858

Agent's Direct Dial: (470)343-7491

March 15, 2018

Michael E. Lignowski, Attorney at Law
Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
michael.lignowski@morganlewis.com

Joseph C. Ragaglia, ESQ.
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103-2921
joseph.ragaglia@morganlewis.com

Sent Via Email

Re: Amazon.com
Case 10-CA-216313

Dear Mr. Lignowski, Mr. Ragaglia:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before March 28, 2018 with regard to certain allegations in this case.

Allegations: The allegations for which I am seeking your evidence are as follows. The Charging Party (b) (6), (b) (7)(C) alleges that Amazon.com (Employer) violated Section 8(a)(1) and 8(a)(2) of the Act by terminating and disciplining (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) protected concerted activity, and by operating an unlawful internal labor organization. Specifically, (b) (6), (b) (7)(C) alleges that the Employer terminated (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) repeated complaints regarding the fire safety exit in the employee break room. (b) (6), (b) (7)(C) also alleges that supervisor (b) (6), (b) (7)(C) retaliated against (b) (6), (b) (7)(C) by requiring (b) (6), (b) (7)(C) to scan pallets on or February 7 and 9, 2018. (b) (6), (b) (7)(C) also alleges that the Employer is retaliating against (b) (6), (b) (7)(C) by requiring (b) (6), (b) (7)(C) to appeal his termination through the procedure established Appeals Process Policy rather than permitting (b) (6), (b) (7)(C) to appeal (b) (6), (b) (7)(C) termination through the "Open Door Policy."

Regarding the 8(a)(2) allegation, (b) (6), (b) (7)(C) alleges that the Appeals Process Policy establishes an unfair labor organization that unlawfully controls the way in which employees can communicate to management regarding their terms and conditions of employment. (b) (6), (b) (7)(C) also

alleges that the Appeal Process Policy enforces unlawful binding arbitration as an unlawful representative of employees.

Board Affidavits: I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by March 22, 2018 to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. The complete personnel and employment file(s) of (b) (6), (b) (7)(C) including past disciplinary actions and performance reviews (redacted of social security numbers and medical information).
2. All documents that the Employer relied upon in deciding to terminate (b) (6), (b) (7)(C) employment.
3. All documents including electronic mail and private messages, which relate or refer to the termination of (b) (6), (b) (7)(C); specifically, any communication regarding the authorization of (b) (6), (b) (7)(C) termination.
4. All employee handbooks, memoranda or other documents which set forth work rules, work rules regarding unpaid leave time and attendance/tardiness discipline policies, and any and all discipline policies applicable to employees at any time during the past 12 months.
5. For all employees terminated (b) (6), (b) (7)(C) 2017, documents which establish the names, dates of hire, dates of termination, reasons for termination, and disciplinary actions and performance reviews.
6. For all employees terminated in the past three (3) years for negative unpaid leave time or attendance/tardiness issues, documents which establish the names, dates of hire, dates of termination, reasons for termination, and disciplinary actions and performance reviews.

Position Statement: The allegations raise legal issues that must be resolved. Therefore, I ask that you please provide the Region with the Employer's legal position with regard to the alleged violations, including supporting case law citations.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by March 28, 2018. If you are willing to

allow me to take affidavits, please contact me by March 22, 2018 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me by telephone, (470)343-7491, or e-mail, kurt.brandner@nlrb.gov, if you have any questions with regard to the issues in this matter.

Very truly yours,

/s/Kurt Brandner

Kurt Brandner
Field Attorney

From: [Brandner, Kurt](#)
To: ["Lignowski, Michael E."](#)
Subject: RE: Evidence Request Letter 10-CA-216313 Amazon.com
Date: Tuesday, March 20, 2018 1:17:00 PM

Hi Mr. Lignowski,

Central to this charge is the allegation that the Charging Party was terminated in retaliation for (b) (6), (b) (7)(C) PCA. We try to process all termination charges as quickly as possible. Therefore, a 17 day extension is not acceptable.

The latest I could extend this deadline would be until April 6, 2018. This would give you and the Employer over three weeks to respond to the evidence request.

I look forward to hearing back from you and working with you on this case.

Thank you,
Kurt Brandner

From: Lignowski, Michael E. [mailto:michael.lignowski@morganlewis.com]
Sent: Tuesday, March 20, 2018 12:28 PM
To: Brandner, Kurt <Kurt.Brandner@nlrb.gov>
Subject: RE: Evidence Request Letter 10-CA-216313 Amazon.com

Hello Mr. Brandner:

I will be the lead attorney on this matter and I am in the process of gathering facts and materials from the client. I do need to request an extension of time to provide a position statement due to the amount of time it will take to complete our internal investigation. I also will be out of the office and on vacation from March 26 to April 3.

As such, I am requesting an extension until Friday, April 13 to respond. Please let me know if this is acceptable and/or if you would like to discuss the case in the interim. Thank you.

Mike

Michael E. Lignowski
Morgan, Lewis & Bockius LLP
1701 Market Street | Philadelphia, PA 19103-2921
Direct: +1.215.963.5455 | Cell: +1.215.439.5429 | Main: +1.215.963.5000 | Fax: +1.215.963.5001
michael.lignowski@morganlewis.com | www.morganlewis.com
Assistant: (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C) [@morganlewis.com](mailto:____@morganlewis.com)

From: Brandner, Kurt [<mailto:Kurt.Brandner@nlrb.gov>]
Sent: Thursday, March 15, 2018 11:43 AM
To: Lignowski, Michael E.; Ragaglia, Joseph C.
Subject: Evidence Request Letter 10-CA-216313 Amazon.com

[EXTERNAL EMAIL]

Hello Mr. Lignowski and Mr. Ragaglia,

Please find attached the evidence request letter for the above-listed case. If you have any questions about the case or allegations, please feel free to contact me.

Thank you,
Kurt Brandner

Kurt Brandner
Board Agent
National Labor Relations Board
Region 10, Atlanta, GA
Office: 470.343.7491
Cell: 202.701.4635

DISCLAIMER

This e-mail message is intended only for the personal use of the recipient(s) named above. This message may be an attorney-client communication and as such privileged and confidential and/or it may include attorney work product. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Amazon.com
and

CASE 10-CA-216313

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Employer, Amazon.com

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Marina C. Gruber	
MAILING ADDRESS: Morgan, Lewis & Bockius, LLP, 1400 Page Mill Road, Palo Alto, CA 94304	
E-MAIL ADDRESS: marina.gruber@morganlewis.com	
OFFICE TELEPHONE NUMBER: 650.843.7587	
CELL PHONE NUMBER:	FAX: 650.843.4001
SIGNATURE: <u>Marina C. Gruber</u>	
(Please sign in ink.)	
DATE: 3-23-18	(b) (6), (b) (7)(C)

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

Morgan Lewis

Michael E. Lignowski

Senior Attorney
+1.215.963.5455
michael.lignowski@morganlewis.com

April 6, 2018

ELECTRONICALLY FILED

Kurt Brandner
Field Attorney
National Labor Relations Board, Region 10
233 Peachtree St. NE
Harris Tower, Suite 1000
Atlanta, GA 30303-1504

Re: Amazon.com Inc. (Case No. 10-CA-216313 – (b) (6), (b) (7)(C))

Dear Mr. Brandner:

Amazon.com.dedc LLC, (“Amazon” or the “Company”) provides this position statement in response to the above-referenced charge filed by (b) (6), (b) (7)(C). The Company understands (b) (6), (b) (7)(C) to claim that Amazon has violated Sections 8(a)(1), 8(a)(2) and 8(a)(3) of the National Labor Relations Act (“NLRA” or “Act”) by (1) disciplining and terminating (b) (6), (b) (7)(C) in retaliation for engaging in protected concerted activity and in order to discourage employees from engaging in protected concerted activities; and (2) operating an unlawful internal labor organization.

(b) (6), (b) (7)(C) charge is without merit. (b) (6), (b) (7)(C) was properly terminated based on repeated failures to show up to work, and when (b) (6), (b) (7)(C) did report to work (b) (6), (b) (7)(C) was repeatedly late. By not showing up to work and being repeatedly late, (b) (6), (b) (7)(C) failed to perform (b) (6), (b) (7)(C) duties on thirteen different days between January 1 through March 1, 2018. By March 1, 2018, (b) (6), (b) (7)(C) had completely depleted (b) (6), (b) (7)(C) bank of available unpaid time, which was available for (b) (6), (b) (7)(C) use to avoid discipline or termination for an occasional instance of being tardy or absent. Instead of being occasionally absent, (b) (6), (b) (7)(C) was absent six times over the course of nine weeks. Instead of being occasionally late for work, (b) (6), (b) (7)(C) was late for work seven times over the course of the same nine weeks (on different days than when (b) (6), (b) (7)(C) was absent). (b) (6), (b) (7)(C) was often both absent and late for work during the same work week. (b) (6), (b) (7)(C) termination had absolutely nothing to do with any alleged protected concerted activity and everything to do with (b) (6), (b) (7)(C) failure to come to work. The charge

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should be dismissed, absent withdrawal.

FACTUAL BACKGROUND

I. Amazon's Operations.

Amazon operates websites that sell various products, including books, electronics, CDs, DVDs, and apparel. Amazon facilities receive and sort packages that are divided by zip code and sent out via the United States Postal Service, as opposed to the private services of FedEx or UPS, allowing the packages to be shipped at a lower shipping rate. These facilities are called "Sort Centers," and are operated by Amazon.com.dedc LLC. Amazon operates numerous Sort Centers in North America, including the one in East Point, Georgia, referred to internally as "ATL6."

II. Amazon's Attendance Policy For Regular Employees.

Amazon attempts to ensure that its employees show up to work when they are supposed to and that they show up on time. For this reason, Amazon maintains an attendance policy which all regular (i.e., non-seasonal) employees are expected to follow companywide. (See Exhibit A – NACF Attendance Policy.) Amazon generously provides employees with "Unpaid Time" (identified and referred to as "UPT"), which is provided above and beyond vacation time and/or leaves of absence. UPT provides employees with flexibility in their employment and means that they will not be disciplined or terminated after a first instance, or even multiple instances, of being late or missing work. Instead, employees are provided with a bank of hours that they can use and deplete for instances of being late or not reporting to work. The policy provides:

Amazon provides all regular employees with Unpaid Time in the form of hours and may only be used in full hour increments. UPT is added on the first of each quarter up to a maximum amount corresponding to the employee status type[.] We understand there are unforeseen events that may be beyond your control. UPT is intended for those last minute issues or emergencies; otherwise one hour notification is required. UPT is unpaid and tracked according to the number of hours used.

(See Exh. A.) Under the UPT section of the Attendance Policy, being late for work counts as one infraction which will generally result in the deduction of one hour from an employee's UPT bank. Failing to report for work will result in a deduction from the UPT bank based on the number of hours scheduled to be worked (e.g., failing to show up for a five-hour shift results in a deduction of five hours of UPT).

This policy also conveys the ramifications of depletion of one's UPT bank. "In the event your UPT balance becomes negative and your time missed is not covered by any other time off policy, your employment status will be reviewed for termination." (*See* Exh. A, p. 2.)

III. Amazon's Appeals Process Policy.

As part of Amazon's ongoing efforts to treat its employees with respect and provide a positive work experience, the Company maintains a voluntary Appeals Process Policy. (*See* Exh. B – Amazon Fulfillment Center and Sort Center, Appeals Process Policy.) The Appeals Process Policy provides the following: "Amazon recognizes that, from time to time, an Associate may encounter a problem, question or complaint that could affect job satisfaction and work performance, if left unresolved. Amazon encourages Associates to raise issues directly with their Manager, leadership, or Human Resources teams using Amazon's Open Door Policy. This policy provides all Blue Badge employees¹ the opportunity to communicate concerns to any level of Management. The Appeals Program is a problem solving system for qualified Associates to challenge certain disciplinary actions and applications of policy with which they do not agree. The Appeals Programs gives Associates the choice to have their claim(s) heard by a majority of Associate panel or the site leader. . . . The Appeals Process will address appeals involving the application of policies, procedures, and established practices. In other words, the Appeals Process may review Management's decisions to ensure that the policy or practice was applied properly and consistently. If they find otherwise, the Appeals Process has the authority to make appropriate remedies, consistent with Amazon policies and practices." (Exh. B, p. 1.)

Termination is one of the "disciplinary actions" which associates can challenge through the Appeals Process. An associate who is terminated would appeal to the facility's General Manager, Site Leader, Assistant General Manager, or to the Appeals Panel within seven days of termination.² A hearing is held within seven days of the receipt of the appeal. And then a final and binding written decision is provided to the Associate within three calendar days after the hearing.

The Appeals Panel is made up of five other employees who vote on the issues being appealed. There are three (3) "peer" employees on the panel (i.e., hourly, non-exempt employees), and two (2) "non-peer" employees (i.e., management, salaried) on the panel. These employees are selected by the appealing associate. A Facilitator handles much of the administrative process of running the appeal hearing. Facilitators do not make decisions in connection with the employment action being appealed. Witnesses and

¹ "Blue Badge employees" are regular, non-seasonal employees.

² This process is different for decisions not involving termination, and the Appeals Process includes a three-step process based on the type of decision being appealed. *See*, Exh. B, p. 2.

documents are presented by the appealing associate and manager facing appeal. At the end of the hearing, the Panel answers yes or no to the following question: “Was the policy or practice applied properly and consistently in this case?” A majority vote of “no” allows the Panel to discuss possible remedies for the appealing associate. A majority “yes” vote will result in the appeal being denied. The Panel can lessen the punishment given to the associate, but cannot issue more severe disciplinary action.

Use of the Appeals Process is completely voluntary, but many associates do appeal employment decisions using this Appeals Process. Since January 1, 2018, employees at the ATL6 facility have filed 34 appeals concerning a variety of employment-related decisions.

IV. (b) (6), (b) (7)(C) Employment At Amazon.

A. (b) (6), (b) (7)(C) Position and Duties.

(b) (6), (b) (7)(C) was hired by Amazon on (b) (6), (b) (7)(C), as a seasonal part-time Fulfillment Associate at the ATL6 facility. After three months of employment, (b) (6), (b) (7)(C) was transitioned from a seasonal employee to a regular part-time (b) (6), (b) (7)(C) on August 13, 2017. (b) (6), (b) (7)(C) primary duties were those of a “water spider.” Water spiders at ATL6 are largely responsible for wrapping pallets of boxes ready for shipment in plastic and sending the pallets to the next stage of the process for eventual delivery to customers. (b) (6), (b) (7)(C) primarily worked a shift from 9:00 AM to 1:00 PM, Sunday through Thursday. However, during a short period of time in January 2018 (approximately the first week of January), (b) (6), (b) (7)(C) worked a shift of 10:30 AM to 2:30 PM. (b) (6), (b) (7)(C) shift, along with others who worked beginning at 10:30 AM, was adjusted back to 9:00 AM to 1:00 PM based on volume and the need for having Fulfillment Associates working at 9:00 AM.

Fulfillment Associates, like (b) (6), (b) (7)(C) were expected to perform other duties in the Sort Center. These duties include unloading of trailers delivering packages; “pallet build,” which involves scanning packages, wrapping pallets, and moving pallets; working in the “flat sort” which is the small package sorting area; and fluid loading, which is when packages that are unloaded have to get loaded onto a trailer for eventual delivery. Many of ATL6’s Fulfillment Associates scan packages, sort them, and/or move packages to a particular area for later delivery to Amazon’s customers.

(b) (6), (b) (7)(C) employment was subject to Amazon’s policies and procedures. As a seasonal employee, (b) (6), (b) (7)(C) was subject to the “Seasonal Attendance Policy.” (See Exh. C – Amazon Fulfillment Center Seasonal Attendance Policy.) At the time of (b) (6), (b) (7)(C) hire, (b) (6), (b) (7)(C) agreed and acknowledged that (b) (6), (b) (7)(C) would be familiar with and read Amazon’s other employment policies, all of which are available on the Company’s intranet. (See

Exh. D – Amazon Policies and Procedures Acknowledgement Form – NAFC, electronically acknowledged by (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). This Acknowledgement Form states: “By clicking ‘Acknowledge’ above, I also understand that I am responsible for compliance with all Amazon Policies, which are available online at Inside Amazon > English > Employment > US Policies. These policies include, but are not limited to: Attendance Policy – US Fulfillment Center.” At the time that (b) (6), (b) (7)(C) transitioned from a seasonal employee to a regular employee, (b) (6), (b) (7)(C) employment and attendance was governed by the Attendance Policy that applies to all regular Amazon employees. (See Exh. D.) As of August 13, 2017, (b) (6), (b) (7)(C) was subject to the “Unpaid Time (UPT)” provisions of the Attendance Policy.

B. (b) (6), (b) (7)(C) is Repeatedly Counseled Because (b) (6), (b) (7)(C) Fails to Return From Breaks On Time and Is Issued a First Written Warning.

During (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) repeatedly failed to return from (b) (6), (b) (7)(C) breaks in a timely fashion. On or about November 26, 2017, (b) (6), (b) (7)(C) failed to return to work on time following (b) (6), (b) (7)(C) rest break. On this day, (b) (6), (b) (7)(C) was inactive (i.e., on a rest break) for 23 minutes. While Georgia has no statute or regulation requiring employers to provide rest breaks, ATL6 voluntarily provides rest breaks of 15 minutes for approximately every 4 hours worked. These rest breaks are paid. Rest breaks for Fulfillment Associates are scheduled and all associates are released at the same time. This allows the work in the facility to cease and then resume at the same times. When (b) (6), (b) (7)(C) failed to return to (b) (6), (b) (7)(C) duties for 23 minutes, (b) (6), (b) (7)(C) took a break that was nearly ten minutes longer than (b) (6), (b) (7)(C) was permitted and (b) (6), (b) (7)(C) was paid for all this time. Further, by failing to return to (b) (6), (b) (7)(C) duties at the scheduled time, (b) (6), (b) (7)(C) negatively impacted the other employees working on (b) (6), (b) (7)(C) line because (b) (6), (b) (7)(C) was not present to assist them and keep the wrapping and package transporting process moving along.

Amazon considers failures to report back to work on time following a break to be a “Category 2” violation under the Company’s Standards of Conduct. (See Exh. E – Standards of Conduct Policy.) The Category 2 violations are as follows:

Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor

- **Failure to adhere to starting time, quitting time, or break time policies, or wasting time**
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

(Exh. E, emphasis added.)

For this (b) (6), (b) (7)(C) instance of violating the Category 2 Standards of Conduct, (b) (6), (b) (7)(C) was verbally coached, and advised that (b) (6), (b) (7)(C) was required to return to work at the correct time after each break.

Despite this verbal coaching, (b) (6), (b) (7)(C) again violated the Company's Standards of Conduct and failed to report back to work promptly after (b) (6), (b) (7)(C) rest break on (b) (6), (b) (7)(C) 2017. Because (b) (6), (b) (7)(C) already had a documented verbal coaching for the same Category 2 violation, (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), issued (b) (6), (b) (7)(C) a First Written Warning on (b) (6), (b) (7)(C) 2018. (See Exh. F – First Written Warning.) The summary description of (b) (6), (b) (7)(C) First Written Warning advised (b) (6), (b) (7)(C) of the serious nature of (b) (6), (b) (7)(C) underperformance: “Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.” (See Exh. F.)

(b) (6), (b) (7)(C) misconduct was described in (b) (6), (b) (7)(C) First Written Warning as follows: “On (b) (6), (b) (7)(C) you returned from break late by approx. two minutes. Failure to adhere to starting time or wasting time is a Category 2 violation of the Amazon Standards of Conduct as listed in the Owner's Manual. Because you failed to meet Amazon's expectations, and have been given verbal warnings before, you are being issued a First Written Warning to address the incident.” (See Exh. F.) (b) (6), (b) (7)(C) was counseled that (b) (6), (b) (7)(C) “must adhere to

the Amazon behavioral expectations at all times. Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are not only required to be productive during your scheduled shift and to stay on-task in your assigned function, but you are also expected to be on time when returning from break. Failure to comply with these expectations may result in additional disciplinary actions up to and including termination. This First Written Warning will remain active for a period of 30 days from the date of issue.” Two minutes of non-productive time impacts Amazon’s business, since the Company thrives of delivering packages to customers with rapid turnaround (e.g., within 24 hours of placing an order). In order to meet customer demands, employees must be punctual, efficient, and comply with all of Amazon’s policies.

C. ATL6’s Management Attempts to Control Employee Theft By Instituting a Security Clearance Exit.

As with many retailers, Amazon faces challenges with employee theft. In approximately fall 2017, management at ATL6 was dealing with an awareness that the facility was experiencing product loss from employee theft. For this reason, the facility began using security clearance checkpoints at each entrance/exit (similar to airport security). These checkpoints required employees to empty their pockets, take off outer coats, and otherwise demonstrate that they were not stealing any products.

In approximately November 2017, after this security checkpoint was instituted, ATL6’s management discovered that employees were bypassing one of the security checkpoints by exiting the main warehouse through a side door near a break room area. By doing this, employees were able to continue stealing from the Company. To deal with employees bypassing the security checkpoint, management made the decision to lock the side door that employees were using to exit the building without passing through the security clearance exit. Locking this side door did not cause any congestion in the hallway areas or limit employees’ ability to get to the break room.

On February 5, 2018, (b) (6), (b) (7)(C) sent an email to local (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and the Human Resource Center group email about the locked door near the break room. (See Exh. G – (b) (6), (b) (7)(C) Email Regarding Break Room Door, dated 2/5/2018.) (b) (6), (b) (7)(C) incorrectly believed that the side door was locked “as a means to force employees into cutting their break time shorter than the allotted time they actually have, under the normal conditions of having two means of ingress and egress from the break room area.” (b) (6), (b) (7)(C) also believed that the side door being locked was a violation of OSHA and other regulations. On the same day, (b) (6), (b) (7)(C) also called the Company’s support line and reported the side door being locked and stated that this was a violation of fire safety regulations. (See Exh. H – ERC-Support Trouble Ticket, dated 2/5/2018.) ATL6’s local management began researching (b) (6), (b) (7)(C) complaint.

On February 20, 2018, (b) (6), (b) (7)(C) voiced (b) (6), (b) (7)(C) concern again about the break room door to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). At this point, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) got involved in addressing (b) (6), (b) (7)(C) concerns regarding the door. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) contacted the local fire marshall via phone to request that someone be sent to the building to confirm that the door that was locked was not an egress door. (b) (6), (b) (7)(C) had the door be unlocked while the investigation took place concerning safety implications of locking the break room door. (b) (6), (b) (7)(C) also met with (b) (6), (b) (7)(C) in person on February 28 to advise (b) (6), (b) (7)(C) about the investigation into the break room door and let (b) (6), (b) (7)(C) know that management took the matter seriously.

It took approximately one month for the fire marshall to visit the building and inspect the door in question. After a visit in late March 2018, ATL6's management was advised that in fact the door in question was not an egress door and it was perfectly acceptable for this door to be locked. Even with this confirmation, the door is currently unlocked and has been unlocked since February 20. Management is investigating whether it makes sense to lock the door in the future, or attempt to monitor and limit employee theft through other means.

D. ATL6's Management Expected (b) (6), (b) (7)(C) to Assist With Any Fulfillment Associate Duties Requested of (b) (6), (b) (7)(C) During (b) (6), (b) (7)(C) Shifts.

As discussed above, Fulfillment Associates are expected to perform a variety of tasks. Also, Amazon generally expects that associates will rotate where they work in the building and the assignments they perform in order to avoid repetitive stress injuries from performing the same tasks over and over. In line with these expectations, (b) (6), (b) (7)(C) was sometimes asked to assist with scanning packages as part of (b) (6), (b) (7)(C) initial shift duties. (b) (6), (b) (7)(C) was often scheduled to begin (b) (6), (b) (7)(C) shift at 9:00 AM. However, sometimes there were few or no packages ready for wrapping in plastic (as part of (b) (6), (b) (7)(C) "water spider" duties) at 9:00 AM, because the packages had not been scanned and sorted yet.

As had happened previously, (b) (6), (b) (7)(C) and several other Fulfillment Associates were asked to assist with package scanning on the mornings of February 11 and February 13, 2018. These associates were expected to assist with scanning so the packages could be routed to the correct locations within the building, and then wrapped and loaded for the next stage in the delivery process (including being wrapped in plastic, a regular water spider duty). It made sense to ask (b) (6), (b) (7)(C) and others to assist with scanning, since there were no water spider duties for (b) (6), (b) (7)(C) to perform and (b) (6), (b) (7)(C) would have otherwise been sitting around with no work, which was a waste of (b) (6), (b) (7)(C) time and Amazon's. There is no reduction in pay or status associated with performing scanning duties versus water spider duties.

(b) (6), (b) (7)(C) disagreed that this was a good use of (b) (6), (b) (7)(C) time and filed an internal complaint stating that the (b) (6), (b) (7)(C) was subjecting (b) (6), (b) (7)(C) to retaliatory harassment by removing (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) water spider position on February 11 and February 13. (See Exh. I – (b) (6), (b) (7)(C) Confidential Complaint Form, dated 2/13/2018.) (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) was being removed from (b) (6), (b) (7)(C) water spider duties because of (b) (6), (b) (7)(C) safety complaint to management concerning the break room door being locked.

In response to (b) (6), (b) (7)(C) complaint, (b) (6), (b) (7)(C) provided a lengthy response outlining all the ways in which (b) (6), (b) (7)(C) was not performing (b) (6), (b) (7)(C) duties when asked. (See Exh. J – (b) (6), (b) (7)(C) Confidential Complaint Form, dated 2/13/2018.) (b) (6), (b) (7)(C) stated that the reason for assigning (b) (6), (b) (7)(C) (and others) to scanning duty for a portion of (b) (6), (b) (7)(C) shift was because there were no items to be wrapped. This assignment had absolutely nothing to do with (b) (6), (b) (7)(C) complaint to management regarding the break room door.

When (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) on February 28, (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that no information was conveyed to (b) (6), (b) (7)(C) concerning (b) (6), (b) (7)(C) complaint to HR and management regarding the break room door. (b) (6), (b) (7)(C) assignment of scanning duties was not based on (b) (6), (b) (7)(C) complaint since (b) (6), (b) (7)(C) did not even know that (b) (6), (b) (7)(C) had complained about the break room door. Further, when (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) felt the assignment of scanning duties was unfair, (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) did not like being ordered around and (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) was being asked to do extra work. (b) (6), (b) (7)(C) did not complain that the assignment of scanning was unfair because it was retaliation for complaining about the break room door.

E. (b) (6), (b) (7)(C) Depletes (b) (6), (b) (7)(C) UPT Bank and is Terminated for (b) (6), (b) (7)(C) Repeated Absenteeism.

In addition to (b) (6), (b) (7)(C) repeated failures to return to work on time following (b) (6), (b) (7)(C) rest breaks, (b) (6), (b) (7)(C) also repeatedly failed to report to work on time to start (b) (6), (b) (7)(C) shift and (b) (6), (b) (7)(C) frequently failed to report to work *at all*.

Pursuant to the Attendance Policy, (b) (6), (b) (7)(C) accrued 20 hours of UPT each quarter, and unused UPT rolled over to the next quarter. As of January 1, 2018, (b) (6), (b) (7)(C) had a total of 30 hours of UPT available for use. This is a very generous bank of time that allowed (b) (6), (b) (7)(C) flexibility in calling out for work and needing to occasionally be late for work.

From January 1, 2018 through March 1, 2018, (b) (6), (b) (7)(C) was late for work **seven** times and failed to show up for work at all on **six** occasions. (See Exh. K – (b) (6), (b) (7)(C) Email to (b) (6), (b) (7)(C), dated (b) (6), (b) (7)(C)/2018.) Tardiness was counted as a loss of one hour of UPT. Absences were counted as 4 hours of UPT, since (b) (6), (b) (7)(C) was scheduled to work four-hour shifts. Over the course of nine weeks, (b) (6), (b) (7)(C) failed to report to work on time or was absent every week but one. Under most employment relationships, one or two

instances of failing to report to work would have resulted in severe discipline and/or termination. Here, Amazon allowed (b) (6), (b) (7)(C) to deplete (b) (6), (b) (7)(C) UPT bank and asked no questions about the reasons for (b) (6), (b) (7)(C) tardiness or absences.

Given (b) (6), (b) (7)(C) frequent tardiness and failure to report to work, by March 1, (b) (6), (b) (7)(C) had reached a -1.00 hour balance in (b) (6), (b) (7)(C) UPT bank. (b) (6), (b) (7)(C) researched every instance of (b) (6), (b) (7)(C) UPT balance being depleted to determine if (b) (6), (b) (7)(C) could find any errors in the UPT report. (b) (6), (b) (7)(C) then reached out to (b) (6), (b) (7)(C) to advise (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) UPT bank was negative and give (b) (6), (b) (7)(C) the opportunity to let (b) (6), (b) (7)(C) know if there were any errors (b) (6), (b) (7)(C) did not catch. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met in person to discuss (b) (6), (b) (7)(C) UPT bank on (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) was being penalized for January 17, which was a snow day. During their in-person meeting, (b) (6), (b) (7)(C) showed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was not being penalized for January 17 and that (b) (6), (b) (7)(C) had in fact depleted (b) (6), (b) (7)(C) UPT bank even without counting any time for January 17.

During their meeting, (b) (6), (b) (7)(C) provided no mitigating explanations for the other instances of tardiness and absence (e.g., family or personal illness or emergency). (b) (6), (b) (7)(C) asked for a written breakdown of the days when (b) (6), (b) (7)(C) UPT was deducted, which (b) (6), (b) (7)(C) promptly sent. (See Exh. K.) After receiving this email, (b) (6), (b) (7)(C) still did not provide any reasons mitigating (b) (6), (b) (7)(C) tardiness and absences. Thereafter, (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) employment was terminated because (b) (6), (b) (7)(C) had depleted (b) (6), (b) (7)(C) UPT bank in violation of the Attendance Policy. (See Exh. L – (b) (6), (b) (7)(C) Email to (b) (6), (b) (7)(C), dated (b) (6), (b) (7)(C)/2018.) (b) (6), (b) (7)(C) was also advised that (b) (6), (b) (7)(C) could voluntarily appeal the termination decision using the Appeals Process if (b) (6), (b) (7)(C) wished.

(b) (6), (b) (7)(C) termination was consistent with the treatment of all other Fulfillment Associates at ATL6. Since January 1, 2018, more than 190 Fulfillment Associates have been terminated for depletion of their UPT banks (i.e., they failed to report to work or failed to report on time).

Instead of responding to (b) (6), (b) (7)(C) attempts to discuss (b) (6), (b) (7)(C) concerns and provide (b) (6), (b) (7)(C) with an opportunity to explain (b) (6), (b) (7)(C) frequent tardiness and absences, (b) (6), (b) (7)(C) emailed the Amazon's "Escalations" team³ and stated that (b) (6), (b) (7)(C) was harassing and retaliating against (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) was not properly part of the Appeals process. (See Exh. M – (b) (6), (b) (7)(C) Email to Escalations, dated (b) (6), (b) (7)(C)/2018.) The next day, (b) (6), (b) (7)(C) was contacted by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) had investigated (b) (6), (b) (7)(C) complaints concerning (b) (6), (b) (7)(C) and the Appeals Process. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) is not a Facilitator under the Appeals Process policy and would not be

³ The Amazon Escalations team is available to investigate any associate complaint at a higher level than one's individual manager. Complaints are taken seriously and investigated promptly.

involved in any appeal filed concerning (b) (6), (b) (7)(C) termination. Therefore, (b) (6), (b) (7)(C) involvement in the process had been proper.

(b) (6), (b) (7)(C) responded to (b) (6), (b) (7)(C) email, stating that (b) (6), (b) (7)(C) did not believe the Appeals Process applied to (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) was hired under the Company's Open Door Policy.⁴ (See Exh. N.) (b) (6), (b) (7)(C) assured (b) (6), (b) (7)(C) that the Open Door Policy was in place for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) did in fact use it. Specifically, (b) (6), (b) (7)(C) raised the issue concerning the break room door, which was promptly addressed. (b) (6), (b) (7)(C) also complained about being asked to perform scanning duties instead of water spider duties, which (b) (6), (b) (7)(C) discussed with (b) (6), (b) (7)(C) on February 28. The Appeals Process, which concerns disciplinary actions, is not and does not conflict with the Open Door Policy, which largely concerns working through misunderstandings and reporting of unlawful harassment, retaliation, and/or discrimination. The Appeals Process, especially for someone in (b) (6), (b) (7)(C) situation, is meant to provide an avenue for discussing one's termination and potentially being reinstated.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) believed the Appeals Process was an unlawful labor organization, and that (b) (6), (b) (7)(C) was terminated in retaliation for "protesting breakroom fire safety issues." (See Exh. N.) On (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) truthfully told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) termination had nothing to do with (b) (6), (b) (7)(C) reporting of the break room door, and in fact the "potential safety concerns are currently being addressed onsite and [] your termination for attendance is unrelated to your escalation." (See Exh. N.) (b) (6), (b) (7)(C) was advised that (b) (6), (b) (7)(C) termination would be final, unless (b) (6), (b) (7)(C) chose to utilize the Appeals Process. (b) (6), (b) (7)(C)

⁴ Amazon's Open Door Policy provides the following:

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

(See Exh. O.)

declined to appeal (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) termination was effective (b) (6), (b) (7)(C), 2018. (See Exh. P – Termination Notice.)

DISCUSSION

I. Any Alleged Protected Concerted Activity By (b) (6), (b) (7)(C) Played No Part In (b) (6), (b) (7)(C) Termination for Failing to Come to Work or Show Up to Work On Time.

In order to show unlawful discrimination, there must, at a minimum, be protected activity, knowledge of that activity by the employer, and employer animus or hostility toward that activity. See *Mesker Door, Inc.*, 357 NLRB No. 59, slip op. at 2 (Aug. 24, 2011); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enfd* 662 F.2d 899 (1st Cir. 1981).

Additionally, a violation necessarily depends on a causal connection between employee protected activities and an adverse employment action. See *P.W. Supermarkets*, 269 NLRB 839, 840 (1984). If this showing is made by a preponderance of the evidence, “the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.” *Wal-Mart Stores*, 352 NLRB at 845; see *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003). (b) (6), (b) (7)(C) cannot show unlawful discrimination because, in fact, none has occurred.

First, (b) (6), (b) (7)(C) termination was entirely proper under Amazon’s Attendance Policy. (b) (6), (b) (7)(C) was granted 30 hours of UPT and (b) (6), (b) (7)(C) used all of it within the first two months of 2018. (b) (6), (b) (7)(C) was late and/or entirely absent from work nearly every week during January and February 2018. When (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) in person to talk with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) UPT, all (b) (6), (b) (7)(C) could say was that (b) (6), (b) (7)(C) felt (b) (6), (b) (7)(C) was being penalized for a snow day on January 17. But when (b) (6), (b) (7)(C) showed (b) (6), (b) (7)(C) that in fact January 17 was not included on the UPT records at all, (b) (6), (b) (7)(C) had no response during the meeting or after the meeting when (b) (6), (b) (7)(C) emailed (b) (6), (b) (7)(C) and gave (b) (6), (b) (7)(C) the opportunity to email (b) (6), (b) (7)(C) back with any mitigating explanations. (b) (6), (b) (7)(C) had no excuses for any of (b) (6), (b) (7)(C) tardiness or absences which accounted for the depletion of (b) (6), (b) (7)(C) UPT bank and the reason for (b) (6), (b) (7)(C) termination. (b) (6), (b) (7)(C) failed to report to work or came to work late on numerous occasions, despite Amazon’s very generous and forgiving Attendance Policy.

Further, (b) (6), (b) (7)(C) knew that (b) (6), (b) (7)(C) failure to perform (b) (6), (b) (7)(C) job or meet company expectations could result in termination, as (b) (6), (b) (7)(C) had already received a First Written Warning on (b) (6), (b) (7)(C) 2018 for failing to return from (b) (6), (b) (7)(C) breaks on time.

As discussed above, (b) (6), (b) (7)(C) termination for depletion of (b) (6), (b) (7)(C) UPT bank (i.e., failure to report to work or failure to report to work on time) was entirely consistent with Amazon’s treatment of other employees. More than 190 other Fulfillment Associates at ATL6 have been terminated for similar circumstances since January 1, 2018.

Additionally, the evidence demonstrates that Amazon appreciated and welcomed (b) (6), (b) (7)(C) concerns regarding the break room door. (b) (6), (b) (7)(C) responded to (b) (6), (b) (7)(C) concerns by having the door unlocked beginning on February 20, bringing in the fire marshall to check the door and confirm there were no safety or fire hazards in connection with locking the door again, and the facility is exploring other options for reducing employee theft so the door can remain unlocked on a going-forward basis. Amazon is concerned with employee safety and would never intentionally place employees at risk. Further, there is absolutely nothing to support (b) (6), (b) (7)(C) claim that management was locking the door to prevent employees from getting breaks.

There is nothing to suggest that Amazon terminated (b) (6), (b) (7)(C) for unlawful or discriminatory reasons. Because (b) (6), (b) (7)(C) termination is consistent with the Company's policies and its treatment of other associates, the evidence establishes that the Company would have terminated (b) (6), (b) (7)(C) regardless of any alleged protected activity. The charge, therefore, should be dismissed.

II. (b) (6), (b) (7)(C) Section 8(A)(2) Allegations Are Meritless.

Amazon's Appeals Process is a lawful exercise in providing employees with an opportunity to seek independent review of disciplinary actions. Section 8(a)(2) of the Act provides: "It shall be an unfair labor practice for an employer to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided*, That subject to rules and regulations made and published by the Board pursuant to section 156 of this title, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay[.]" 29 U.S.C. § 158(a)(2). Even if the Appeals Panel qualifies as a "labor organization," there is no employer "domination" of the Appeals Panel.

Section 2(5) of the Act defines a "labor organization" as follows:

The term "labor organization" means any organization of any kind, or any agency or *employee representation committee* or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

29 U.S.C. § 152(5) (emphasis added).

An employee representation committee meets this statutory definition if: (1) employees participate in the committee; and (2) the committee exists, in whole or in part, to "deal

with” the employer; (3) on matters concerning terms and conditions of employment and other subjects of bargaining. *Electromation, Inc.*, 309 NLRB 990, 994 (1992), *enf’d*, 35 F.2d 1148 (7th Cir. 1994).⁵

Here, even if the Charging Party could establish that the Appeals Panel was a labor organization, ^{(b) (6)} cannot establish that the employer “dominates” the Appeals Panel. Whether the employer “dominates” an employee participation committee, or merely cooperates with it, depends on the degree of control asserted by the employer over the structure and function of the employee group. Rather than focusing on any one particular aspect of the relationship between the committee and the employer, the Board and the courts look to the “totality of the circumstances” to decide whether domination is present. *Electromation*, 35 F.3d at 1162–63.

Among the important factors the NLRB has relied on in determining whether unlawful domination or mere employer/employee cooperation is present include:

- The employer’s role in creating the committee and whether the committee was formed in response to a union organizing campaign;
- The employer’s role in structuring the committee, including its role in setting the numbers of committees, the composition and make-up of participants on the committee;
- The employer’s role in setting the committee’s agenda and other procedures of the committee;
- Whether management representatives serve on the committee;
- Whether the committee deliberates via majority vote or through consensus (i.e., whether the employer has veto power over the committee’s decisions);
- Whether the employer disseminates the progress or procedures of the committee to all employees;
- Whether the employer can abolish the committee at will;
- Whether the committee meets on company premises, during company time, and whether employees get paid while participating in the committee; and,
- Whether the employer informed the employees that they have the absolute right to select the bargaining representative of their choice.

See, e.g., Aero Detroit, 321 NLRB at 1101; *Stoody Co.*, 320 NLRB 18, 19–21 (1995); *Vons Grocery Co.*, 320 NLRB 53, 53–54 (1995); *E.I. du Pont*, 311 NLRB at 893–96.

⁵ An organization may further constitute a labor organization if it meets the above criteria and has a purpose of representing employees. Since *Electromation*, the Board has avoided the issue of whether a representative capacity is necessary in order to find that an employee committee violates Section 8(a)(2). *See Electromation*, 309 NLRB at 994, fn. 20; *Webcor Packaging*, 319 NLRB 1203, 1204 at fn. 6 (1995), *enf’d* 118 F.3d 1115 (6th Cir. 1997); *E.I. du Pont de Nemours & Co.*, 311 NLRB 893, 893–94, fn. 6.

Here, there is no evidence that the Appeals Panel was formed in response to any union organizing campaign. While Amazon designed the structure of the Appeals Panel, the employer does not select the Panel and the composition of the Appeals Panel changes for every hearing based on the selection of the associate filing the appeal. (*See* Exh. B, p. 3.) While the employer established the procedures for the Appeals Panel, the agenda or work of the Appeals Panel is dictated by the actual employee's appeal. Decisions of the Appeals Panel are decided by majority and not consensus, so no Non-Peer (i.e., management) member of the Panel could exercise a veto power. While the Appeals Panel and hearings occur during work hours, employees are always given the absolute right to decline to use the Appeals Panel in connection with disputing employment decisions.

Federal courts have required evidence of **actual control** when determining whether a labor organization unlawfully dominates. *Hertzka & Knowles v. NLRB*, 503 F.2d 625, 630 (9th Cir. 1974), denying enforcement to 206 NLRB 191 (1973), cert. denied, 423 U.S. 875 (1975). *See Federal-Mogul Corp. v. NLRB*, 394 F.2d 915, 918 (6th Cir. 1968); *NLRB v. Prince Macaroni Mfg. Co.*, 329 F.2d 803, 809–12 (1st Cir. 1964); *Coppus Eng'g Corp. v. NLRB*, 240 F.2d 564 (1st Cir. 1957). “Words and actions which might dominate the employees in their choice of a bargaining agent do not constitute domination proscribed by the Act unless the employees are actually dominated.” *Chicago Rawhide Mfg. Co. v. NLRB*, 221 F.2d 165, 167 (7th Cir. 1955). The Charging Party cannot meet this burden, because Amazon does not exert actual control through the Appeals Panel or Appeals Process Policy.

The Board and the courts are in general agreement that domination exists where the employer creates an employee committee, selects the employee representatives, requires that committee membership be on a rotating basis, and determines when meetings will be held and also presides over them. *See, e.g., Beverly Cal. Corp. v. NLRB*, 227 F.3d 817 (7th Cir. 2000), enforcing in part 326 NLRB 153; 326 NLRB 232 (1998), cert. denied, 533 U.S. 950 (2001) (employee council was creature of management); *V & S ProGalv v. NLRB*, 168 F.3d 270 (6th Cir. 1999), enforcing 323 NLRB 801 (1997); *Miller Indus. Towing Equip., Inc.*, 342 NLRB 1074 (2004); *Kux Mfg. Corp.*, 233 NLRB 317 (1977). *See also Dillon Stores*, 319 NLRB 1245 (1995).

Here, Amazon does not create the Appeals Panel; it is created by the employee appealing the employment decision. Amazon does not select the employee representatives to serve on the Appeals Panel; the appealing associate selects the representatives. Amazon does not require membership on the Appeals Panel; employees volunteer to be considered to be panelists. Hearings are held based on employee requests, and are not initiated at Amazon's direction.

Kurt Brandner
Case No. 10-CA-216313
April 6, 2018
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For all these reasons, the Company's Appeals Panel and Appeals Process is lawful, and the charge should be dismissed, absent withdrawal.

CONCLUSION

Given the evidence, this charge should be dismissed, absent withdrawal.

Please let us know if you have any questions or need any additional information. If additional information or evidence is provided by the Charging Party, please afford the Company an opportunity to respond to it.

Sincerely,

Michael Lignowski

MICHAEL E. LIGNOWSKI

EXHIBIT A



Search Inside

Search Everything



Policy: NACF Attendance Policy

Published by/Contact Information: [FC Operations Human Resources](#)

Intended Audience: NAFC Hourly Associates

Last Revised: 10/1/2017

Related Policies

[Paid Personal Time Policy](#)

Related Links

Amazon is committed to your success because you are the ones delivering on our promise to the customer. We provide clear communication regarding schedules, advance notice for extra time and payment for hours worked according to your timecard records after the pay period closes. We also provide several paid and unpaid time off options when you are unable to work your scheduled shifts. This Attendance Policy describes expected behaviors and outlines all options you have to take time off.

You are expected to work your full shift as scheduled and use the timeclock to track your time. When you are unable to work any portion of your shift, you must provide advance notification. You may use available paid and unpaid time to cover missed time, but may not exceed allowed balances. Irregular attendance patterns or concerns, such as repeatedly reporting late or leaving early, including within the grace periods, will be addressed through performance management using coaching and corrective action. You can verify the accuracy of your timecard at www.hub.amazon.work on any computer, tablet or smartphone.

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Time off Options

We provide coverage for planned and unplanned absences which must be accounted for by using one of the following options:

Paid Time Off (PTO): If you know you are going to miss work, but want to have those hours paid, you may qualify to use one or more of the following PTO options. For details, visit the US Policies section of [Employment Policies and Guidelines](#) on Inside Amazon.

- Vacation
- Paid Personal Time
- Holiday Pay
- Jury & Witness Duty
- Bereavement

Leaves of Absence (LOA): Your absences may be eligible for coverage by one of our Leave of Absences policies. If you wish to explore your leave options, you are encouraged to

NACF Attendance Policy

contact the Leave of Absence Team or visit [Leave Policies](#) on Inside Amazon.

Unpaid Time (UPT): Amazon provides all regular employees with Unpaid Time in the form of hours and may only be used in full hour increments. UPT is added on the first of each quarter up to a maximum amount corresponding to the employee status type (see chart below). We understand there are unforeseen events that may be beyond your control. UPT is intended for those last minute issues or emergencies; otherwise one hour notification is required. UPT is unpaid and tracked according to the number of hours used.

If you are a new hire that receives 10 hours of UPT upon hire and you go below 10 hours of UPT, and your absence is not excused under any other policy, we will invite you to participate in a UPT balance update support discussion. Once you have more than 15 hours of UPT due to a quarterly grant, or if you receive more than a 15-hour grant upon hire, and your bank of UPT goes below 15 hours, and your absence is not excused under any other policy, we will invite you to participate in a UPT balance update support discussion. The discussion will focus on the development of a plan that allows you to address any potential issues or barriers that are keeping you from attending your regular shift. The goal of this is to work with you to find a solution for any concerns, as we want to ensure your continued employment with us.

In the event your UPT balance becomes negative and your time missed is not covered by any other time off policy, your employment status will be reviewed for termination.

You are able to cover UPT with personal time. The expectation to cover UPT with personal time is by the end of your next scheduled shift or pay period, whichever is sooner. For example, if an associate is scheduled Sunday to Wednesday 6 a.m. to 4:30 p.m. and leaves early on Tuesday at 3 p.m., he/she will be charged 2 UPT hours. If he/she would like to be paid for this missed time, he/she will have until the end of their next scheduled shift on Wednesday to apply personal time.

Employees on Leave of Absence (LOA) will have their UPT balances held until they return to work. Any UPT grants owed, will be applied as part of the return to work processing. If you have been returned to work for more than 3 days and you still do not see your UPT balance updated, please contact the Employee Resource Center (ERC) at 1-888-892-7180 for support.

Hourly Employees Status Type	Total Hours/Year (Hours)	Quarterly Grant (Hours)	Maximum (Hours)	New Hire Grant (Hours)	Emp Class
**Flex Time Less than 20 hrs/week	40	10	40	20	X
**Part Time 20-29 hrs/week	80	20	80	30	Q
Part Time 20-29 hrs/week	40	10	40	10	H
Reduced-Time 30-39 hrs/week	80	20	80	10	R
Full-time 40+ Hours/Week	80	20	80	10	F

**Associates with this employee status do not receive other time-off options.

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Providing Notification

To ensure that we are able to staff appropriately to meet customer demand, we expect that you provide as much notice as possible if you will be away from work. You are required to

NACF Attendance Policy

provide one hour advance notice via the HUB at www.hub.amazon.work. If you are leaving work early one hour advance notice is required to your manager. The intent of the notification is to understand the time you plan to leave early, reason for departure and any open issues related to your process path or personal life that you feel your manager should be aware of. It also enables your manager to plan accordingly to support the team and operations. We understand that there are unforeseen events that may result in less than a one hour notification. For those last minute issues or emergencies, please work with your manager. Use the table below to understand the notification requirements for each time off option.

Time Off Options				
Time Off Option	Absence Type	Notification Required	Approval Required	Paid
Vacation	Full Day	Yes - 24 hour' notice	Yes	Yes
	Late Arrival			
	Early Departure			
Personal Time	Full Day	Yes – Attendance hotline	No	Yes
	Late Arrival	Yes – Attendance hotline		
	Early Departure	Yes – 1 hour prior to departure		
Unpaid Time	Full Day	Yes – Attendance hotline	No	No
	Late Arrival	Yes – Attendance hotline		
	Early Departure	Yes – 1 hour prior to departure		

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No Call/No Show

In the event that you are unable to attend work for three consecutive scheduled shifts, and no notification has been provided, we will assume you have voluntarily resigned your position and a Job abandonment termination will be processed on your behalf. For details please see our [Rehire Eligibility Policy](#) under US Fulfillment Center Policies on Inside Amazon.

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Schedule Expectations

You are expected to work your scheduled shift. Any work performed outside of your schedule must be approved in advance either by signing up for Voluntary Extra Time (VET) via the Amazon Hub or by your manager. Reporting to work outside of your scheduled work hours is not permitted. Associates are able to check their schedule at any time via the Amazon Hub.

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Punch Expectations

It is your responsibility to ensure that your badge is scanned and each punch in or out (including punches for the start and end of your shift and punches for the start and end of any meal periods) has been accepted. If you fail to correctly and consistently punch in and/or out, it will be addressed through performance management.

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Rounding and Grace Periods

NACF Attendance Policy

We provide a 5 minute grace period to account for onsite situations which may affect your ability to punch in and/or out at the start and/or end of shift. This grace period is for the purposes of onsite situations only and does not allow for a late arrival to your work station at the start of shift, nor does it allow for an early departure from your work station at the end of shift.

This grace period does not affect pay; however it indicates when missed time must be covered by one of your time off options. In punches and out punches which occur within 5 minutes of the start and end time will be rounded to the scheduled shift start or end time (e.g. a time punch that occurs 5 minutes prior to or after the start of the shift will be rounded to the scheduled start time). All other time punches will be coded to the minute.

You are expected to report to your work station on time when returning from paid breaks and meal periods. Amazon does provide a 3 minute grace period for returning from your meal period only, which allows you time to return to your assigned work station after your meal period has completed.

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Good Attendance Rewards

Because your attendance is critical to our success, we provide positive reinforcement to ensure good attendance is recognized. Variable Compensation Pay (VCP) is a monthly incentive program which includes your individual attendance as a component of the program. For more details on the [VCP policy](#), visit Inside Amazon.

Please contact your site's HR team if you have additional questions about the attendance policy

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EXHIBIT B

Amazon Fulfillment Center and Sort Center Appeals Process Policy

What is the Appeals Process Policy?

Amazon recognizes that, from time to time, an Associate may encounter a problem, question or complaint that could affect job satisfaction and work performance, if left unresolved. Amazon encourages Associates to raise issues directly with their Manager, leadership, or Human Resources teams using Amazon's Open Door Policy. This policy provides all Blue Badge employees the opportunity to communicate concerns to any level of Management.

The Appeals Program is a problem solving system for qualified Associates to challenge certain disciplinary actions and applications of policy with which they do not agree. The Appeals Programs gives Associates the choice to have their claim(s) heard by a majority Associate panel or the site leader.

Who is eligible to participate?

This Policy applies to all regular full-time and part-time Amazon Blue Badge Hourly Associates (including Seasonal Associates and Associates hired through Workforce Staffing) who have reached ninety (90) days of continuous employment with Amazon as of the date of the incident. This includes all tiers of hourly employees and hourly employees working in support functions except for Associates in Loss Prevention, Human Resources, and Finance. Management and temporary agency staffing employees are not eligible to participate.

The following types of cases are eligible to be covered by the Policy:

- Cases involving Final Written Warnings
- Cases involving Termination of Employment
- Cases over the **application** of policies and procedures

The Appeals Process will address appeals involving the application of policies, procedures, and established practices. In other words, the Appeals Process may review Management's decisions to ensure that the policy or practice was applied properly and consistently. If they find otherwise, the Appeals Process has the authority to make appropriate remedies, consistent with Amazon policies and practices.

What is outside the scope of the Policy?

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.)
- Cases of Zero Tolerance (Example: discipline or termination arising from violation of the Workplace Violence Policy and Drug and Alcohol Abuse Policy as specified in the Owner's Manual.)
- Cases involving Reasonable Accommodation, Transitional Work Assignment, Leaves of Absence or HIPAA sensitive information.
 - Questions regarding Leave of Absence should be directed to MyLeave
 - Questions regarding Accommodations should be directed to MyAccommodation

If you have questions or concerns about instances you believe may fall into this category, please consult the FAQ or Appeals Team (amazonappeals-contact@amazon.com) for guidance and information.

When an Associate asks for an appeal, the Human Resources team will review and counsel the Associate on whether the situation is eligible for review. If the situation involves a challenge to a Human Resource team member's decision or action, but is not directly related to the issuance of a Final Written Warning or Termination, the Regional Human Resource Manager will review eligibility.

Appeals Process Standard Procedures

The Appeals Process is a three-step process. Termination appeals begin at Step 3. Associates have seven (7) calendar days from the date of termination to submit an appeal.

- Step 1 An Associate is strongly encouraged to first discuss the issue with his/her immediate Manager (Example: Area Manager or Operations Manager). The goal of this meeting is to solve the issue together and to improve communication and understanding. This step does not need to be documented. The Manager should provide a verbal response either during the meeting or by the end of the next shift.
- Step 2 If the issue cannot be resolved in Step 1, the Associate must begin Step 2 of the Appeals Process within seven (7) calendar days of the decision or the issue first arising. The Associate begins Step 2 by submitting a completed Appeals Packet, explaining the concern to Human Resources. A copy of the Appeals Packet can be found [here](#) or at the end of the Policy. Then Human Resources will provide a copy of the written appeal to the Second-Level Manager (Example: Operations Manager or Sr. Operations Manager) who will meet with the Associate in person and conduct an investigation, if appropriate. The Second-Level Manager will then provide a written response to the Associate within three (3) calendar days of the Associate submitting the form to Human Resources.
- Step 3 If the Associate disagrees with the Step 2 decision, he/she may appeal to either the General Manager (GM)/Site Leader (SL)/Assistant General Manager (AGM) or to the Appeals Panel within seven (7) calendar days of the date of the Second-Level Manager's written response. A hearing will be held within seven (7) calendar days of receipt of the appeal. A final and binding written decision will be provided to the Associate within three (3) calendar days after the hearing.

All parties in the Appeals Process are encouraged to work together to resolve disputes efficiently and fairly. All timelines in the steps described above may be extended by mutual consent, but the overall goal is to resolve issues quickly to avoid conflict and dissatisfaction. If the issue cannot be resolved timely at the Second-Level Manager review and there is not an agreement to extend the deadline, the appeal will automatically advance to the next step. If the Associate fails to meet the deadlines above and no agreement is reached to extend the deadline, then the appeal will be considered resolved and will not move forward.

Who is involved in an Appeals Panel meeting?

A trained Facilitator, selected by Human Resources, conducts the Appeals meeting. Facilitators keep the hearing focused on the issue(s) before the Panel. Facilitators are neutral, objective, and do not influence the Panel's decision. Facilitators are exempt, or salaried, members of Management. Facilitators do not give opinions on the matter before the Panel nor do they vote on the outcome of the Appeal. Facilitators process paperwork, summon witnesses, handle meeting logistics, and perform related duties so that

Panelists can concentrate on reaching a prompt and fair decision. Facilitators with any personal involvement with the situation, or who cannot serve without an actual or perceived conflict of interest, should not participate in the role. HR will select trained Facilitators on a rotating basis. The next Facilitator on the rotation list will be the alternate Facilitator.

Each Appeals Panel consists of five (5) voting members who have completed the Appeals Panelist Certification. There are two (2) pools of Panelists: **Non-Peer** (Management/salaried or exempt) and **Peer** (all hourly, non-exempt Associates). All eligible Associates in good standing will have the option of volunteering to be Panelists.

How is the Panel selected?

The Associate will randomly draw six (6) names from the **Peer** pool and choose three (3) to serve on the Panel. Additionally, the Associate selects one alternate Panelist.

The Associate will then randomly draw four (4) names from the **Non-Peer** pool and choose two (2) to serve on the Panel. Additionally, the Associate selects one (1) alternate Panelist.

All random drawings will occur in the Human Resources office with the Associate, at least one (1) member of HR, and at least one (1) witness. If a Panelist declines to serve due to personal involvement or conflict of interest, the alternate will serve on the Panel. Management or **Non-Peer** Panelists who are in the Associate's direct chain-of-command are disqualified to serve. Relatives, ex-relatives, and co-habitants of the Associate and Associate's Manager are disqualified from serving on the Panel. If additional names need to be drawn due to conflicts, the Associate will randomly draw two (2) names and select one (1) for every alternate needed.

How do I know my Appeals Panel meeting will be fair?

All Panelists must maintain complete confidentiality before, during, and after the hearing. Violation of confidentiality by any Panelist will result in permanent disqualification from serving as a Panelist again and may be subject to disciplinary action up to and including termination.

Neither the Associate nor the Manager whose decision is appealed is allowed to contact any of the selected Panelists prior to, during, or after the hearing to discuss the case. Any attempt by the Associate to do so prior to or during the hearing will result in the cancellation of the hearing and termination of the Appeal Process for that Associate. Any attempt by the Manager to do so will result in the selection of a new Panel. At the start of the hearing, prior to introduction of any testimony, the Facilitator will ask each Panelist if they have been contacted by anyone to discuss the case (other than being informed of their selection).

How does the Appeals meeting work?

The Panel will interview the Associate filing the appeal, the Manager or Managers involved, and any other Associates with relevant information about the case. No outside representation is permitted for either party. (Example: attorneys, friends, or relatives cannot attend the hearing). If a valid communication problem exists, the Associate should notify HR prior to the hearing and request special assistance.

If there is a conflict among the Panel on whether to hear from a witness, a simple majority vote will decide. The Associate or Manager has the right to bring any pertinent documents to the hearing but the Facilitator will seek counsel from HR to discuss if the new information presented is relevant and able to

be shared with the Panel. Only one witness is present in the meeting at any given time. Only current Associates are permitted as witnesses in the Appeals Process. Temporary agency Associates may appear as witnesses but not as Panelists. The Panel will also review applicable past practice, policy, and other relevant information necessary to conduct a complete and thorough investigation. The Facilitator and/or Human Resources will provide this information to the Panel, if available, upon request.

At the end of the hearing, the Panel will discuss the evidence and, when ready, will vote by secret ballot to answer the question: **"WAS THE POLICY OR PRACTICE APPLIED PROPERLY AND CONSISTENTLY IN THIS CASE?"** A majority "Yes" vote will result in the appeal being denied. A majority "No" vote will lead to further discussions and voting regarding possible remedies. The Panel has authority to grant, modify, or deny the Associate's proposed remedy. Any modification to the remedy must be in compliance with appropriate application of the policy and designed to make the Associate whole. This may include reinstatement, issuing back pay for improper termination, downgrading a Final Warning to a lesser, appropriate, corrective action, etc. Each time a vote is taken, ballots are counted only until three like votes are found, then all ballots are destroyed. Each Panelist agrees in advance to sign the final decision letter, regardless of his/her personal feelings about the case, and to treat all information as confidential.

The Appeals Panel cannot do any of the following:

- Establish or change policy, practices, or rules
- Establish or change pay rates, job levels, job ranges, or benefits
- Make staffing/promotion decisions

The Appeals Panel also does not have authority to make a disciplinary action more severe than the original decision nor can the Panel award more than what was requested by the Associate. The Panel also does not have authority to award "punitive" damages above that which would make the Associate "whole" for what was lost as a result of the issue under appeal. Any Panel remedy must be consistent with and in accordance with Amazon Policy.

The Facilitator is responsible for obtaining Panelist signatures and communicating the Panel decision to the appealing Associate in writing. Panel members will not communicate the decision to the Associate or inform the Associate of any discussion during the hearing. Except for an Associate whose employment has been terminated, all Associates who participate in the Panel process will be paid their normal wages (including overtime, if necessary). The Facilitator will provide a copy of the written communication and any documents relating to the Appeals Process to Human Resources to be stored in an appropriate Appeals file. If an Associate serves on a Panel during their day off, site HR will correct the Panelist's pay in accordance with any appropriate State Minimum Pay guidelines.

Appeals Panels may always communicate ideas they have regarding ways in which policies can be improved, better communicated, or more consistently applied. The Facilitator has the responsibility to follow up on Panel recommendations and report the status back to the Panelists within thirty (30) days of the meeting.

Amazon will not tolerate any retaliation against anyone who participates in the Appeals Process as a Panelist, Witness, Associate, Facilitator, or in any other capacity. Incidents of retaliation should be reported to Human Resources who will investigate and take appropriate action, up to and including termination of employment.

Appeals Process Confidential Appeal Form – STEP ONE

Associate Name _____ Appeal # _____

Appeal Due Date _____ (completed by HR)

Phone Number _____ Email address _____

Department/Group _____ Immediate Manager Name _____

Date of incident/warning/termination: _____

Date Step 1 completed (verbal discussion with immediate Manager): _____

If Step 1 not completed, brief explanation why not completed:

Describe the problem or action being appealed:

What is your desired outcome as a result of this Appeals Process hearing?

Associate's signature _____ Date _____ Date Rec'd by HR _____

Appeals Process Confidential Appeal Form – STEP TWO

Associate Name _____ Appeal # _____

Appeal Due Date _____ (completed by HR)

Phone Number _____ Email address _____

Department/Group _____ Immediate Manager Name _____

Date of incident/warning/termination: _____

Date Step 2 completed (verbal discussion with Second-Level manager): _____

If Step 2 not completed, brief explanation why not completed:

Describe the problem or action being appealed:

Second-Level Manager's Response (following required verbal discussion with Associate):

Second-Level Mgr's Signature _____ Date of Step 2 response _____

Appeals Process Confidential Appeal Form – STEP THREE

Associate Name _____ Appeal # _____

Appeal Due Date _____ (completed by HR)

Phone Number _____ Email address _____

Department/Group _____ Immediate Manager Name _____

Date of incident/warning/termination: _____

Date Step 1 completed (verbal discussion with immediate Manager): _____

Date Step 2 completed (verbal discussion with Second-Level Manager): _____

I have read the Manager's response and I have decided to: (circle one)

Accept the Step 2 Response

Appeal to the General Manager/Site Leader/Assistant General Manager

Appeal to Appeals Panel

ASSOCIATE ACKNOWLEDGEMENT AND AUTHORIZATION

I hereby authorize the Appeals Panel or the General Manager/Site Leader/Assistant General Manager to review those portions of my personnel file that may be relevant to the proper investigation of my Appeal. I realize that the decision made by the General Manager/Site Leader/Assistant General Manager or the Appeals Panel is final and binding. I further understand that the Appeals Panel cannot change policy, work rules, pay, benefits, job ranges, performance appraisal ratings, or promotion/staffing selections. I also agree to not attempt to make contact in any way with individuals that have been selected to serve on my Appeals Panel and understand that doing so will result in my Appeals Panel being cancelled.

Associate Signature _____ Date _____

Phone Number _____ Email address _____

EXHIBIT C

Amazon Fulfillment Center Seasonal Attendance Policy

Regular and reliable attendance is an essential function of all positions at Amazon. The Attendance Policy is a “no fault” policy. Associates are expected to self-manage time off to cover absences and to provide timely notice when they will miss work or need to leave work. This document describes the expected behavior and consequences regarding attendance to ensure a fair and consistent process.

Attendance Expectations

Associate Expectations:

- Complete all scheduled shifts, including overtime
- Adhere to scheduled breaks and lunch periods

Manager Expectations:

- Communicate work schedules no less than one week prior to the scheduled shift
- Communicate overtime work schedules consistent with the overtime policy

Attendance Points

Associates who miss work (late, miss, or leave early) must offset the time missed with paid personal time, or be on an approved leave of absence, or they will accrue attendance points as set out below. Points expire 90 calendar days after the date of the offense.

Offense	Definition	Points
Late for Shift or Return from Lunch (1 hr or less)	Late by less than or equal to 1 hour	0.5 point
Left Shift Early (1 hr or less)	Leaving w/in 1 hour or less at end of shift	0.5 point
Late for Shift or Return from Lunch (more than 1hr)	Late by more than 1 hour	1 point
Left Shift Early (more than 1hr)	Leaving more than 1 hour before end of shift	1 point
Absent From Shift	Failure to attend entire shift	1.5 points
Shift Abandonment	Failure to complete shift without notifying manager (walking off the job)	Termination

Excessive absenteeism or tardiness at any level in combination with other performance, misconduct, or safety issues may be grounds for disciplinary action, up to and including termination, at the discretion of Amazon. Point waivers, or attendance exceptions, will not be provided on an individual basis; sites may grant waivers for shifts or the entire building for inclement weather, significant traffic barriers, natural disasters, or other similar issues.

Providing Notice of Absences

Associates are required to call the attendance hotline as soon as they know they are going to miss a shift or be late. Unless an associate is on an approved leave of absence, they must call in every day they miss a shift or are late

Associates must also seek permission to leave their shift early from their manager at least one hour prior to departing unless an emergency situation makes it impossible to request to leave one hour early. Associates who fail to personally inform their direct manager that they are leaving their shift early will face automatic termination for shift abandonment.

Discipline Progression

Associates are responsible for tracking their attendance points. When an associate reaches five points, a Final Written Warning will be issued to the associate. Termination of employment will occur if an associate accumulates six points, even if the associate does not receive a Final Written Warning. Three Final Written Warnings in one twelve-month period will result in termination of employment.

Documented Medical Absences Points Waiver

Twice in a calendar year, associates who miss work because of personal illness or injury will have attendance points waived if they present adequate medical documentation at their first shift returning to work. The medical documentation must provide (a) date(s) of treatment; (b) date(s) the associate was incapacitated; and (c) a statement that the associate is medically fit to return to work (including, if applicable, that they are no longer contagious). Associates providing this medical documentation may apply accrued, paid personal time at their option to receive pay during these absences. Associates may seek an attendance waiver for personal illness or injury for two incidents per calendar year; an "incident" is a period of absence of six or less calendar days. The waiver is only applicable to associates' own personal illness or injury.

Leaves of Absence

Absences of seven or more calendar days may qualify as a medical leave of absence. Associates who miss work for seven or more calendar days (regardless of number of shifts missed) will begin to accumulate attendance points for each absence unless they provide to Human Resources a completed request for a Leave of Absence on or before their seventh calendar day of absence. If the leave of absence is denied, each absence will count as an individual attendance infraction. Associates will not receive attendance points for approved leaves of absence. Personal medical absences that qualify for approved FMLA or are caused by a work-related injury or illness are covered through our leave of absence policies. Please review the FMLA and non-FMLA leave of absence policies or contact the Employee Resource Center or your local HR team for more information.

EXHIBIT D



POLICIES AND PROCEDURES ACKNOWLEDGMENT FORM – NAFC

By clicking “Acknowledge” above, I acknowledge that I have access to copies of the following selected policies through MyDocs and that I am responsible for reading, understanding, and complying with these policies.

- The Owner's Manual and Guide to Employment
- Leave of Absence (LOA)
- U.S. Background Check Policy
- Insider Trading Guidelines and FAQs

By clicking “Acknowledge” above, I also understand that I am responsible for compliance with all Amazon Policies, which are available online at Inside Amazon > English > Employment > US Policies. These policies include, but are not limited to:

- **Attendance Policy – US Fulfillment Center**
- **Cell Phone Use Policy**
- **Dress and Grooming Standards**
- **Holiday Pay Guidelines**
- **Holiday Blackout**
- **Overtime Policy**
- **Standards of Conduct**

I further acknowledge that Amazon may change, rescind, or add to any policies, benefits, procedures, or practices from time to time at its sole and absolute discretion, with or without prior notice. I agree that this document is not intended to be an express or implied contract; rather, it is a general statement of Amazon’s policies. I understand and agree that my employment at Amazon is at will and may be terminated by either me or Amazon at any time for any reason, with or without cause, and with or without prior notice or warning.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

EXHIBIT E

Appendix - Standards of Conduct

Standards of Conduct

The Standards of Conduct are a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines; it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct. Employment with Amazon is at the mutual consent of Amazon and the associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Category 1

The following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense:

- Disrespect or rudeness to an Amazon customer
- Theft or inappropriate removal or possession of property
- Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates
- Making unauthorized statements on behalf of the company to the press or in any public forum (as only the company's authorized spokespersons may make authorized statements)
- Use or possession of dangerous or unauthorized materials such as hazardous chemicals or explosives, or use or possession of firearms, knives, explosive devices of any kind, or weapons of any kind
- Violation of the company's Health and Safety policy including possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or on breaks, or while operating employer-owned or leased vehicles or equipment
- Fighting or threatening violence in the workplace
- Gross misconduct
- Gross negligence
- Sexual or other unlawful or unwelcome harassment
- Making, publishing, or repeating knowingly or maliciously false statements concerning an associate, the company, or its products
- Discriminating against a fellow associate or prospective associate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity^[1], veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities or other legally protected status
- Negligence or improper conduct leading to damage of employer-owned, employer-leased, or customer-owned property

- Insubordination or intentional disregard of instructions
- Falsification of personnel or other company documents/records, including employment application
- Unauthorized removal of company documents
- Unauthorized disclosure of business "secrets" or confidential information
- Intentionally making entries on another associate's time card/sheet, or falsely altering a timekeeping document
- Leaving company premises without permission during assigned work hours (unpaid meal periods are not "work hours" for purposes of this policy)
- Failure to fully cooperate with company investigations (except for questions regarding labor organizations or protected concerted activity)
- Violation of safety policies, procedures, standards, regulations or laws
- Creating a hazardous or dangerous situation
- Engaging in any conduct that places the health and safety of any person at risk
- Violation of personnel policies

Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor
- Failure to adhere to starting time, quitting time, or break time policies, or wasting time
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

[1] Updated on 12.30.08 (EEO, Workplace Harassment, Other Harassment, Category 1 discrimination)

EXHIBIT F

Supportive Feedback Document Behavioral - First Written



Associate Name: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Manager Name: (b) (6), (b) (7)(C)
Created On: (b) (6), (b) (7)(C), 10:14:23 AM

(b) (6), (b) (7)(C)

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback

Level	Count	Most Recent
Verbal Coaching	1	(b) (6), (b) (7)(C) 2017, 1:57:45 PM
Verbal Positive	1	(b) (6), (b) (7)(C) 2017, 12:41:23 PM

Details of Current Incident/Specific Concerns

Your behavior has recently fallen below expectations. This feedback will outline the details of the incident(s) and any improvements needed. On (b) (6), (b) (7)(C) you returned from break late by approx. two minutes. Failure to adhere to starting time or wasting time is a Category 2 violation of the Amazon Standards of Conduct as listed in the Owner's Manual. Because you failed to meet Amazon's expectations, and have been given verbal warnings before, you are being issued a First Written Warning to address the incident.

Areas of Improvement Required by Associate

You must adhere to the Amazon behavioral expectations at all times. Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are not only required to be productive during your scheduled shift and to stay on-task in your assigned function, but you are also expected to be on time when returning from break. Failure to comply with these expectations may result in additional disciplinary actions up to and including termination. This First Written Warning will remain active for a period of 30 days from the date of issue.

Associate Comments

Associate Signature: Acknowledged by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7), 10:14:23 AM

Manager Signature: Acknowledged by (b) (6), (b) (7)(C)

Date: (b) (6), (b) (7), 10:14:23 AM

EXHIBIT G

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Monday, February 5, 2018 10:05 PM
To: HRC@amazon.com; (b) (6), (b) (7)(C)
Subject: Locked Break Room Exits
Attachments: emergency-exit-routes-factsheet.pdf

Dear HR,

For more than four months now our north side break room exit door has been kept locked, both from the inside and outside, creating a constant safety hazard in the event of a fire, explosion, or other crisis.

This locking of the north exit, is currently being deployed as a means to force employees into cutting their break time shorter than the allotted time they actually have, under the normal conditions of having two means of ingress and egress from the break room area.

Through creating added foot traffic in the east hallway entrance, and bottle-necking at the east break room exit, employees are being subjected to unfair and unjust write-ups, and unnecessary safety hazards, as they are now forced to maneuver their way through the obstructions of increased personnel work traffic and congestion. These exits should not cannot be locked, to accomplish these objectives.

These current conditions are in violation of OSHA REGULATIONS, the NATIONAL FIRE PREVENTION ASSOCIATION Codes, and THE SAFETY FIRE COMMISSIONER'S RULES AND REGULATIONS FOR THE STATE MINIMUM FIRE SAFETY STANDARDS (See Attached)

I am therefore asking that this matter be looked into, and that it be made to cease, as it is causing unnecessary stress and frustration in our workplace environment.

Sincerely,

(b) (6), (b) (7)(C)

EXHIBIT H

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Crisis Support and Employee Rela...

https://it.amazon.com

Trouble Ticketing



System Tickets



Create | Search | Settings

CASE ID	SEVERITY	PRIORITY	CREATE DATE (GMT+0000)	LAST MODIFIED (GMT+0000)	STATUS
CONFIDENTIAL [REDACTED]	5	Medium	2018-02-05 07:37:54PM	2018-02-07 09:14:45AM	(b) (6), (b) (7)(C) Crisis Support and Employee Relations-I

STATUS
Resolved

CLOSURE CODE
Successful

ROOT CAUSE
Self-Service - Escalated Directly to ERC

ROOT CAUSE DETAILS

RESOLUTION

ADD TIME SPENT
hours minutes

SEVERITY / IMPACT
5 - Productivity Not Immediately Affected

PRIORITY
Medium

CATEGORY
Human Resources

TYPE
Employee Relations

ITEM
HR - Assist

ASSIGNED GROUP
ATL6 HR

ASSIGNED INDIVIDUAL
1 - hrc

COUNTRY
United States

PROBLEM LOCATION
East Point - ATL6-SortCenter(East Point,GA)

CASE TYPE
Trouble Ticket

(b) (6), (b) (7)(C)

Crisis Support and Employee Relations-I need to report a

crisis-01635244 edit

Employee
Login
Payroll
Paygroup: X5J
Description:

Hi Team,

Employee called today in frustration stating that his building does not meet all the necessary fire safety regulations as the exit door have been closed at the break area.

Employee states that it would be a death trap and claims that people are being forced to cut the break time because of this.

(b) (6), (b) (7)(C)

Employee also states that this is resulting in a logjam and congestion on the east side of the building as people are going to break area, bathroom and to the scanner area and requests the other exit door be opened as well.

Can employee be contacted in this regard and his concern addressed.

Thank you
(b) (6), (b) (7)(C)

REQUESTED BY:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

CONCERNING:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Fulfillment Associate
ATL6-SortCenter(East Point,GA) /
None
(b) (6), (b) (7)(C)

CONCERNING

People who can view this ticket

Add

REQUESTER RELATIONSHIP

hrc

Assignee

About Someone Else

Sunil Kumar

Requester

ERC-Support

skmarvu

ATL6-HR

ATL6-HR

HRC

SENSITIVE DATA

SPECIAL CONTACT INFO

2/13/2018 1:12 PM

EXHIBIT I

F. Amazon.com Confidential Complaint Form

amazon.com.

Confidential Complaint Form

Adopted March 2015

NOTE TO ASSOCIATE: Amazon.com is committed to providing its associates with a work environment that is free of discrimination and harassment. The company takes all complaints very seriously and anyone found to have engaged in such conduct will be subject to discipline, including termination of employment. Amazon.com does not tolerate any retaliation against anyone for filing a complaint or participating in an investigation into such conduct.

Please use this form to provide us with as much factual detail as you can, so that we can conduct a thorough investigation. It is also important that you cooperate fully with the person(s) designated to investigate your complaint. Amazon.com will investigate your complaint as confidentially as is reasonably possible consistent with the need for a full investigation and resolution of this matter.

This form should be provided to any member of the Human Resources Department. If the complaint concerns conduct by someone in the Human Resources Department, or you do not wish to file the complaint with that department for some reason, you can call the Ethics Line (number listed in the Owners Manual or available from HR) or send this complaint to Amazon.com's Associate General Counsel, Labor & Employment.

ABOUT THE ASSOCIATE MAKING THIS STATEMENT

Department/Position

FC Associate I

Home Phone

Work Phone

SECTION II: ASSOCIATE'S STATEMENT (Use additional paper or back of form if necessary)

Please describe below any events or conduct that are the basis for your complaint. Please make sure the cover the following points:

- Specific details of any incidents or actions taken against you that you believe constitute discrimination or harassment, along with dates of when these occurred.
- Describe how this affected you from the perspective of your job.

On Sunday February 11, 2018 and Tuesday February 13, 2018 I was subjected to retaliatory acts of harassment by (b) (6), (b) (7)(C)

who on both occasions removed me from water spider position to make me feel threatened for having reported safety concerns to the ERC.

Do you believe this action was taken against you because of your race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities or other legally protected status? If so, please provide the basis for your belief, and include as much detail as possible.

I believe the actions taken against me was because I reported my concerns to the Amazon ERC about how (b) (6), (b) (7)(C) and others have knowingly been using the locked emergency door exit to create write-ups as a means of taking our break time.

Are you aware of any documents that may help support your concerns? If so, please describe them in detail and attach them to this form if possible.

Have you discussed your concerns with anyone at Amazon.com? If so, please provide their name and contact information below:

Please list any witnesses or individuals who may have information relevant to this investigation

(b) (6), (b) (7)(C) on Sunday, Tuesday (b) (6), (b) (7)(C)

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company will keep this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate or (b) (6), (b) (7)(C) including the refusal to answer questions, and including termination of employment.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

2-13-2018

Date

EXHIBIT J

F. Amazon.com Confidential Complaint Form

amazon.com.

Confidential Complaint Form

Adopted March 2015

NOTE TO ASSOCIATE: Amazon.com is committed to providing its associates with a work environment that is free of discrimination and harassment. The company takes all complaints very seriously and anyone found to have engaged in such conduct will be subject to discipline, including termination of employment. Amazon.com does not tolerate any retaliation against anyone for filing a complaint or participating in an investigation into such conduct.

Please use this form to provide us with as much factual detail as you can, so that we can conduct a thorough investigation. It is also important that you cooperate fully with the person(s) designated to investigate your complaint. Amazon.com will investigate your complaint as confidentially as is reasonably possible consistent with the need for a full investigation and resolution of this matter.

This form should be provided to any member of the Human Resources Department. If the complaint concerns conduct by someone in the Human Resources Department, or you do not wish to file the complaint with that department for some reason, you can call the Ethics Line (number listed in the Owners Manual or available from HR) or send this complaint to Amazon.com's Associate General Counsel, Labor & Employment.

SECTION I: INFORMATION ABOUT THE ASSOCIATE MAKING THIS STATEMENT

Employee Name (Please Print)	Department/Position
(b) (6), (b) (7)(C)	PA
Home Phone	Work Phone

SECTION II: ASSOCIATE'S STATEMENT (Use additional paper or back of form if necessary)

Please describe below any events or conduct that are the basis for your complaint. Please make sure the cover the following points:

- Specific details of any incidents or actions taken against you that you believe constitute discrimination or harassment, along with dates of when these occurred.
- Describe how this affected you from the perspective of your job.

I have a problem sort of (b) (6), (b) (7)(C) everyday. (b) (6) is a warehouse on the Auto Side 1-5. (b) (6) work Day sort 9-1. We do not have any as a warehouse in the 1st hour and half everyone to scan into one of the leadership assign them to

Do you believe this action was taken against you because of your race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities or other legally protected status? If so, please provide the basis for your belief, and include as much detail as possible.

Are you aware of any documents that may help support your concerns? If so, please describe them in detail and attach them to this form if possible.

Have you discussed your concerns with anyone at Amazon.com? If so, please provide their name and contact information below.

Please list any witnesses or individuals who may have information relevant to this investigation.

ACKNOWLEDGEMENT

I understand this statement will be considered part of the official investigation and that this statement I have provided is an honest and accurate account of the case to the best of my knowledge. I understand that the Company (b) (6), (b) (7)(C) this statement as confidential as is reasonably possible consistent with the need for a full investigation and resolution of this matter. I further understand that as an Amazon.com associate that I am subject to Amazon.com's Code of Ethics and that failure to cooperate in this investigation, including the refusal to answer questions, and including termination of employment.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Employee Name (Please Print)

Signature

Date

2/13/18

To a indirect function like water spider or wrapper. Stagger. The beginning
of day sort 2/13/18 (b) (6), (b) (7)(C) ask (b) (6), (b) (7)(C) and 3 other
water spiders to scan because there was no pallets to be
wrapped they got mad and ask why I explained to them
all. I have the same problem with (b) (6), (b) (7)(C) everyday
I let the other leadership know (b) (6), (b) (7)(C) 2/12/18 I had a
problem with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was the water spider on
pallet lane 1-5 on the Auto side we are short
on printers (b) (6), (b) (7)(C) was walking around the building
trying to steal the printers from the AA's. I
told (b) (6), (b) (7)(C) I will find (b) (6), (b) (7)(C) one into them use
the printer on 6-10. (b) (6), (b) (7)(C) states (b) (6), (b) (7)(C) not walking down
there to use the printer so I told (b) (6), (b) (7)(C) to scan
and I will close the pallets for 1-5 on
side note 1-5 is the slowest side on the Auto
I was literally on 5 pallet to be close the whole
first half of sort. (b) (6), (b) (7)(C) ask for my name states
(b) (6), (b) (7)(C) "Will handle me". Last week had an
problem out of (b) (6), (b) (7)(C) everyday coming back
from break late. I scanned (b) (6), (b) (7)(C) badge the
rest of the day (b) (6), (b) (7)(C) just kept coming to me
complaining about the side door being locked
it's a safety hazard. I told (b) (6), (b) (7)(C) to go
to HR. The day before that (b) (6), (b) (7)(C) was

Using Non-inventory boxes that are for problem solve. I
told [REDACTED] we are not allowed to use those boxes for the
[REDACTED] of the pallets [REDACTED] states that a learning ambassador told
to use them so I go ask learning they said they never
told anyone they can use problem solve boxes then
states it was and leadership [REDACTED] but told [REDACTED] that
[REDACTED] (b) (6), (b) (7)(C)
So I asked them to verify they all denied telling [REDACTED]
to use the boxes so I asked [REDACTED] not to use the
boxes anymore. I can literally go on and on about
[REDACTED] (b) (6), (b) (7)(C) we have and issue about [REDACTED] (b) (6), (b) (7)(C)
[REDACTED] (b) (6), (b) (7)(C) will work but will always have a problem
everyday, [REDACTED] (b) (6), (b) (7)(C) ask [REDACTED] (b) (6), (b) (7)(C) to scan [REDACTED] (b) (6), (b) (7)(C)
with doing what is told of [REDACTED] (b) (6), (b) (7)(C) ask [REDACTED] (b) (6), (b) (7)(C) to stage [REDACTED] (b) (6), (b) (7)(C) wrap all [REDACTED] (b) (6), (b) (7)(C) want to
wrap ask [REDACTED] (b) (6), (b) (7)(C) to stage [REDACTED] (b) (6), (b) (7)(C) wrap all [REDACTED] (b) (6), (b) (7)(C) want to
to is wrap even when it is nothing to wrap.

(b) (6), (b) (7)(C)

EXHIBIT K

From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Sent: Tuesday, (b) (6), (b) (7)(C) 2018 4:19 PM
To: (b) (6), (b) (7)(C)
Subject: Review of Time Sheet - (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C),

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective (b) (6), (b) (7)(C) 2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

Below I have listed all UPT deductions that were issued from 1/1/2018 through 3/1/2018 as well as the reason for the deduction:

1/4/2018 –	1 hour UPT deducted (left early at 2:33pm, sort was flexed up by 1 Hour)
1/7/2018 –	4 hour UPT deducted (absent)
1/10/2018 –	1 hour UPT deducted (late in at 9:19am)
1/15/2018 –	4 hour UPT deducted (absent)
1/19/2018 –	1 hour UPT deducted (late in at 2:59pm)
1/22/2018 –	4 hour UPT deducted (absent)
1/28/2018 –	1 hour UPT deducted (late in at 9:15am)
2/1/2018 –	1 hour UPT deducted (late in at 9:38am)
2/12/2018 –	4 hour UPT deducted (absent)
2/15/2018 –	1 hour UPT deducted (late in 9:12am)
2/21/2018 –	4 hour UPT deducted (absent)
2/27/2018 –	4 hour UPT deducted (absent)
3/1/2018 –	1 hour UPT deducted (late in at 9:12am)

Total Hours UPT deducted = 31.00 hours

Remaining UPT Balance: -1.00 hours

Due to repetitive late arrivals and absences, you now have a balance -1.00 hours which is a violation of the NAFC Attendance Policy. If you review the details above and are able to validate that an error was recorded please let me know by end of day tomorrow so I can support you with review the timecard and ensuring that proper deductions were made.

Thank you,

(b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.



EXHIBIT L

From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Sent: Wednesday, (b) (6), (b) (7)(C) 2018 10:39 PM
To: (b) (6), (b) (7)(C)
Subject: Review of Time Sheet - (b) (6), (b) (7)(C) (2nd email)
Attachments: Appeals Process Policy 1.2018.pdf

Hi (b) (6), (b) (7)(C),

I have not received any response from you to my email communication below in regards to your current negative UPT balance and the deductions that ended in this result.

As stated below, in accordance with our Amazon NAFC Attendance Policy, this will result in separation of employment effective today, (b) (6), (b) (7)(C)/2018.

In the event that you would like to appeal this decision, you are able to do so utilizing the attached documentation. Please begin at Step 3 and be sure to return this documentation back to the ATL6 HR team within 7 days. Upon receipt we will then review your request and schedule your appeal date.

Thank you,

(b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.



From: (b) (6), (b) (7)(C)
Sent: Tuesday, (b) (6), (b) (7)(C) 2018 7:19 PM
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Subject: Review of Time Sheet - (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C),

Per our conversation today, below is an overview of your total UPT balance as of 1/1/2018 as well as an overview of UPT deductions issued for the 2018 year. As we discussed, based on your UPT deductions you have now resulted in having a negative UPT which is subject to termination in accordance with the Amazon NAFC Attendance Policy. If all the deductions listed below are accurate based on your absence, late arrival, or early out from your shift, we will proceed with separation of employment due to your negative UPT balance effective (b) (6), (b) (7)(C)/2018.

As of 12/31/2017, your ending balance for the 2017 year was 10.00 hours of UPT.

For the 2018 year, starting on 1/1/2018, you began with 30.00 hours of UPT, 10.00 hours of which rolled over from the previous quarter and an additional 20.00 hours deposited at the start of the new quarter.

Below I have listed all UPT deductions that were issued from 1/1/2018 through 3/1/2018 as well as the reason for the deduction:

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1/15/2018 –	4 hour UPT deducted (absent)
1/19/2018 –	1 hour UPT deducted (late in at 2:59pm)
1/22/2018 –	4 hour UPT deducted (absent)
1/28/2018 –	1 hour UPT deducted (late in at 9:15am)
2/1/2018 –	1 hour UPT deducted (late in at 9:38am)
2/12/2018 –	4 hour UPT deducted (absent)
2/15/2018 –	1 hour UPT deducted (late in 9:12am)
2/21/2018 –	4 hour UPT deducted (absent)
2/27/2018 –	4 hour UPT deducted (absent)
3/1/2018 –	1 hour UPT deducted (late in at 9:12am)

Total Hours UPT deducted = 31.00 hours

Remaining UPT Balance: -1.00 hours

Due to repetitive late arrivals and absences, you now have a balance -1.00 hours which is a violation of the NAFC Attendance Policy. If you review the details above and are able to validate that an error was recorded please let me know by end of day tomorrow so I can support you with review the timecard and ensuring that proper deductions were made.

Thank you,

(b) (6), (b) (7)(C) | (b) (6), (b) (7)(C) – MCO5

HR Support

ERC 24/7 HR Number: 888-892-7180

www.amazonfulfillmentcareers.com

Work hard. Have fun. Make history.





EXHIBIT M

[REDACTED]

From: (b) (6), (b) (7)(C)
Sent: Friday, (b) (6), (b) (7)(C) 2018 6:35 PM
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Subject: FW: Outside the scope

Hi (b) (6), (b) (7)(C)

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact
Sent: Thursday, (b) (6), (b) (7)(C) 2018 7:28 AM
To: execescalations <execescalations@amazon.com>
Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>
Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the

perpetrator and facilitator over [REDACTED] own misconduct. [REDACTED] therefore, is disqualified to initiate and control this process, as [REDACTED] has clearly acted out [REDACTED] bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involv [REDACTED] am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully, [REDACTED]

[REDACTED]

[Sent from Yahoo Mail on Android](#)



EXHIBIT N

From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)>
Sent: Monday, (b) (6), (b) (7)(C) 2018 5:11 PM
To: (b) (6), (b) (7)(C)
Subject: RE: FW: Outside the scope

Thank you for your response. I have confirmed that your concerns regarding potential safety issues are currently being addressed onsite and that your termination for attendance is unrelated to your escalation. At this point, there will be no further communication on the matter outside of any questions you may have that are directly related to your appeal benefit. If you do not wish to appeal the termination decision through the standard process, this will be the final response from Amazon.

Best,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Monday, (b) (6), (b) (7)(C) 2018 5:00 PM
To: (b) (6), (b) (7)(C)@amazon.com>
Subject: Re: FW: Outside the scope

The employee Appeals Panel is a labor organization within the meaning of Section 2(5) of the Act, Amazon.com gives assistance and support to this employee Appeals Panel by, including, but not limited to: establishing the employee Appeals Panel program to address employee complaints about their terms and conditions of employment; selecting Appeals Panel representatives; permitting the dominated union to utilize Amazon.com's facilities and equipment; convening meetings of Appeal Panel representatives at Amazon.com's expense; and, bargaining with Appeal Panel representatives concerning employees' terms and conditions of employment, in violation of Section 8(a)(2) and (1) of the Act. and has been reported as such.

In addition, Under the **Standards of Conduct** section of my **July 2016 Owner's Manual** Absenteeism is a **Category 2** issue; generally resulting in corrective action, not a **Category 1** issue; generally resulting in termination. As I said before this is a case of unwarranted retaliation, over my protesting breakroom fire safety issues, and making a concerted effort with my coworkers to address them. To this date, they have never been resolved. The issue is being address via OHSA and the NLRB.

On (b) (6), (b) (7)(C) /2018 3:53 PM, (b) (6), (b) (7)(C) wrote:

Hello,

I assure you that all associates are encouraged to utilize any open door resource available, just like you've done. The Appeals Program is part of those resources and is an active program at all NACF fulfillment and sort centers offer. You are not obligated in any way to participate, but I wanted to inform you of your eligibility.

I have investigated your termination for attendance, and can confirm that engaging in the appeals process this is your final option, should you wish for your case to be heard. In the event you do not wish to appeal your termination, your employment status will remain unchanged.

Best,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]

Sent: Saturday, (b) (6), (b) (7)(C) 2018 7:28 AM

To: (b) (6), (b) (7)(C) <>; ERC <>; atl6-attendance <>; HRC <>; (b) (6), (b) (7)(C) <>

Subject: Re: FW: Outside the scope

I was hired under the following "Open Door" Policy, which is contained in the July 2016 Owner's Manual which reads:

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

I was not hired under the terms and conditions of this ATL6 Jan 2018 Appeals Process Policy, to which you are now attempting to subject me to, as a new condition of my receiving access to senior management. I will not be threaten in this manner.

On (b) (6), (b) (7)(C) 2018 9:35 PM, (b) (6), (b) (7)(C) wrote:

Hi (b) (6), (b) (7)(C),

I am an HR investigator and I work to address employee concerns such as yours. I received this from the appeals team and have partnered with them to review your case. I can confirm that (b) (6), (b) (7)(C) was following proper procedure by sending you the appeals documentation. (b) (6), (b) (7)(C) notified you that you were in violation of the attendance policy and (b) (6), (b) (7)(C) properly informed you that you are eligible to appeal your termination.

I want to clarify, in case there is confusion. (b) (6), (b) (7)(C) is not a facilitator of the appeals process and does not have direct involvement over the hearing. You have two options--you may elect to have your case heard directly by the General Manager or by a panel of your peers and managers. I have included the Appeals Process packet in the attachments of this email for you to review. The purpose of the appeals process is for associates to have their case heard by a team or individual, outside from HR, who can provide a secondary examination of the case and determine if the policy was appropriately and consistently applied.

Please review the attachment and notify your HR team if you would like to proceed with the appeal process. You have 7 days from the date of your termination to do so and I encourage you to take advantage of this benefit.

Best,

(b) (6), (b) (7)(C)

From: amazonappeals-contact
Sent: Thursday, (b) (6), (b) (7)(C), 2018 7:28 AM
To: execescalations <execescalations@amazon.com>
Cc: amazonappeals-contact <amazonappeals-contact@amazon.com>
Subject: FW: Outside the scope

This is a case of retaliation which is outside of the scope of the Appeals process, as (b) (6), (b) (7)(C) acting outside of Amazon's anti harassment/anti-retaliation policies, has now knowingly attempting to become both the perpetrator and facilitator over (b) (6), (b) (7)(C) own misconduct. (b) (6), (b) (7)(C) therefore, is disqualified to initiate and control this proces, as (b) (6), (b) (7)(C) has clearly acted out (b) (6), (b) (7)(C) bias in the matter.

As stated in the Appeals instructions,

The following types of cases are not eligible to be covered by the Policy:

- Cases where Amazon is under a legal obligation to act (Example: discipline or termination arising out of complaints of discrimination, sexual harassment or similar misconduct.).

This is clearly one of those cases, which needs to be addressed by Amazon Corporate, as their a numerous discriminatory acts involved. I am therefore requesting that this matter be forwarded to Amazon Legal Department, as soon as possible.

Respectfully, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[Sent from Yahoo Mail on Android](#)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT O

[REDACTED]



Owner's Manual And Guide to Employment



WELCOME TO AMAZON!

We're thrilled to have you join us as we work hard, have fun and make history! We think we've created an exceptional work environment that marries hard-charging intensity with major-league fun. As you get to know the folks at Amazon, you'll discover a group of diverse, world-class associates who treat each other with respect, work together as a team, and act like what they are: true owners of the company.

Our overall mission is simple: we want Amazon.com to be the place where our customers can find, discover and buy, anything online! Whatever our customers tell us they want, we will find the means to deliver. In doing so, we will create the most customer-centric company in the universe -- a company that customers from all over the globe will recognize, value and trust for both our products and our service. With your help, Amazon will continue to enable people to discover new worlds and create change in a meaningful and lasting way.

Amazon is at the beginning of its history. Already millions of people have shown their faith in our future, through buying from us, through investing in us, and through working with us. Thanks again for joining Amazon and helping us shape the future.

Once again, welcome aboard!

Jeff Bezos
Founder & CEO

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Amazon and You

About This Document

This Owner's Manual and Guide to Employment (the Manual) summarizes Amazon's basic personnel policies and practices and is intended to serve as a resource concerning your employment at Amazon. Other helpful materials and information are distributed during new hire orientation and are made available on the company intranet and from Human Resources.

The Manual is designed to provide you with a brief overview of Amazon's policies, procedures, and benefits. Amazon reserves the right to modify, revoke, suspend, terminate, or change any or all its policies or procedures in whole or in part at any time, with or without notice. This Manual is not intended as a contract and supersedes any previous policy statements, written or oral. As described in the Manual, your employment is not for a fixed term and is "at will," meaning both you and Amazon have the right to end the employment relationship at any time, with or without cause and with or without prior notice or warning.

Unless otherwise stated, the Manual applies to all associates – all regular or temporary full-time and part-time employees – of Amazon.com, Inc. and its wholly owned United States subsidiaries (Amazon or the company) with the exception of Alexa.

Some of Amazon's groups or sites may develop their own specific guidelines, policies and/or procedures that apply only to their associates. These guidelines, policies or procedures supplement the information provided in the Manual. If they supersede the Manual, associates will be advised of that.

Remember that both the HR intranet and the Amazon Owner's Manual are living things. They are changed from time to time to keep pace with what's going on around us.

Our Leadership Principles

Whether you are an individual contributor or a manager of a large team, you are an Amazon leader. These are our leadership principles, unless you know better ones. Please be a leader.

Customer Obsession

Leaders start with the customer and work backwards. They work vigorously to earn and keep customer trust. Although leaders pay attention to competitors, they *obsess* over customers.

Ownership

Leaders are owners. They think long term and don't sacrifice long-term value for short-term results. They act on behalf of the entire company, beyond just their own team. They never say "that's not my job."

Invent and Simplify

Leaders expect and require innovation and invention from their teams and always find ways to simplify. They are externally aware, look for new ideas from everywhere, and are not limited by "not invented here." As we do new things, we accept that we may be misunderstood for long periods of time.

Are Right, A Lot

Leaders are right a lot. They have strong judgment and good instincts. They seek diverse perspectives and work to disconfirm their beliefs.

Learn and Be Curious

Leaders are never done learning and always seek to improve themselves. They are curious about new possibilities and act to explore them.

Hire and Develop the Best

Leaders raise the performance bar with every hire and promotion. They recognize exceptional talent, and willingly move them throughout the organization. Leaders develop leaders and take seriously their role in coaching others. We work on behalf of our people to invent mechanisms for development like Career Choice.

Insist on the Highest Standards

Leaders have relentlessly high standards - many people may think these standards are unreasonably high. Leaders are continually raising the bar and drive their teams to deliver high quality products, services and processes. Leaders ensure that defects do not get sent down the line and that problems are fixed so they stay fixed.

Think Big

Thinking small is a self-fulfilling prophecy. Leaders create and communicate a bold direction that inspires results. They think differently and look around corners for ways to serve customers.

Bias for Action

Speed matters in business. Many decisions and actions are reversible and do not need extensive study. We value calculated risk taking.

Frugality

Accomplish more with less. Constraints breed resourcefulness, self-sufficiency and invention. There are no extra points for growing headcount, budget size or fixed expense.

Earn Trust

Leaders listen attentively, speak candidly, and treat others respectfully. They are vocally self-critical, even when doing so is awkward or embarrassing. Leaders do not believe their or their team's body odor smells of perfume. They benchmark themselves and their teams against the best.

Dive Deep

Leaders operate at all levels, stay connected to the details, audit frequently, and are skeptical when metrics and anecdote differ. No task is beneath them.

Have Backbone; Disagree and Commit

Leaders are obligated to respectfully challenge decisions when they disagree, even when doing so is uncomfortable or exhausting. Leaders have conviction and are tenacious. They do not compromise for the sake of social cohesion. Once a decision is determined, they commit wholly.

Deliver Results

Leaders focus on the key inputs for their business and deliver them with the right quality and in a timely fashion. Despite setbacks, they rise to the occasion and never settle.

Getting Started

New associates will undoubtedly have questions regarding Amazon. We hope that this Manual will satisfy the most frequently asked questions, but please do not hesitate to ask your manager or Human Resources if you have further questions. In Seattle, you may contact the Employee Resource Center. Contact information for your Human Resources Business Partner can be found through the following link on the corporate intranet:

<https://contactstool.amazon.com/>

What We Can Expect from Each Other

You've probably figured out by now that this is not an ordinary company, and we have extraordinary people on our team. Accordingly, the company is committed to treating each associate fairly and with respect, and to maintaining an environment of open communication. As an associate, your primary responsibility is to do an outstanding job on your work. The efforts of each person, working individually and as part of the Amazon team, are the means for meeting the overall objectives of the company. We do also expect associates to maintain a high professional standard of behavior and job performance and to adhere to the policies set forth in this Manual.

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

Employment at Amazon

At-Will Employment

Employment at Amazon is not for any specified length of time, and both the associate and the company have the right to end the employment relationship at any time, with or without cause and with or without prior notice or warning. Only Amazon's general counsel and chief financial officer have authority to bind the company to policies or agreements that conflict with this policy of at-will employment. Any such exception must be in a written agreement signed by Amazon's general counsel or chief financial officer.

Employment Classifications

Each position at the company is broadly classified by regularly expected work hours and whether the associate is eligible for overtime pay. These classifications are dictated both by the company's business needs and state and federal wage-hour laws.

Each position falls into one of the following employment types:

- Regular full-time: Regular (non-temporary) associate who is regularly expected to work at least 40 hours per week.
- Regular part-time 30+ hours: Regular (non-temporary) associate who is regularly expected to work at least 30, but less than 40, hours per week.
- Regular part-time 20+ hours: Regular (non-temporary) associate who is regularly expected to work at least 20, but less than 30, hours per week.
- Flex associate: Regular (non-temporary) associate who is not regularly expected to work 20 or more hours per week, such as an on-call associate.
- Short-term associate: Hired for employment that is expected to last no more than six months, such as an intern or seasonal associate.

The above employment types only apply to Amazon associates. Outsourced workers such as temporary agency employees placed on assignment at the company, independent contractors, or consultants are not considered Amazon associates.

Associates are also classified as exempt or non-exempt. Non-exempt associates are eligible for overtime pay and are ordinarily paid by the hour and, and exempt associates are not eligible under federal and state laws for overtime pay and are ordinarily paid a salary.

Eligibility for stock-based awards and benefits is based on employment type (such as regular full-time or regular part-time, etc.). Changes to an associate's employment type must be approved the associate's manager and Human Resources.

Working Hours

Managers are responsible to establish work schedules that accommodate operational priorities, and each associate should be flexible in meeting these priorities. Work schedules for hourly associates may vary from site to site and week by week. This flexibility is critical to Amazon's success as a company. The intense nature of our business and the demands of an e-commerce environment require that associates make a serious commitment of time and energy to Amazon. Salaried associates should clearly understand that they may frequently work extended hours to help the company succeed. Hourly associates may also be required to work varying amounts of overtime, as Amazon's needs require.

Most positions at the company require associates to work full-time. The company recognizes that situations may occur where associates may need to temporarily alter their work schedules in order to better accommodate difficult or demanding periods of their lives, while still meeting the demands of their job. Additionally, associates may sometimes require an alternative work arrangement when medically necessary while recovering from an illness or injury. Towards these ends, Amazon will consider requests for an alternative work arrangement. For further information, please see the Alternative Work Arrangement Policy in this Manual.

Hourly associates must report all hours worked, whether at an Amazon building or off-site. No one may allow or ask any hourly associate to work "off the clock" without being paid. Hourly associates working more than five hours are generally required to take a work-free, unpaid 30-minute meal period. The meal period must start no later than five hours or, in some locations, five-and-a half hours after the associate begins working. Additional meal periods are provided in some circumstances. Hourly associates are required to take a minimum ten-minute paid break for every four hours worked or major fraction thereof. Please check with your manager or Human Resources Business Partner regarding your work schedule. For more information, see the complete U.S. Working Hours Policy for non-exempt/hourly associates: [Working Hours \(Non-Exempt/Hourly\) Policy](#).

Attendance and Punctuality

Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are to work the hours scheduled by your manager. If you are going to be absent or late to work, we expect to

hear from you before the start of your workday. Please be aware that unsatisfactory attendance may be a basis for disciplinary action, up to and including dismissal.

Individual sites or departments may establish specific guidelines for attendance and punctuality, based on the needs of the business. If your site or department has specific guidelines, your manager or Human Resources will review them with you, and it is expected that you will abide by them throughout your employment in that department.

In the event that we have not heard from you for three (3) consecutive workdays, you will be considered to have resigned from your employment.

Corrective Action

To ensure orderly operations and provide the best possible environment, Amazon expects associates to follow rules and exhibit conduct that will protect the interests and safety of all associates and the organization. The appendix to the Owner's Manual includes the Standards of Conduct, a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines; it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. Abiding by the Standards of Conduct is necessary but is not sufficient for continued and successful employment at Amazon. The bar is much higher, and associates are expected to perform at a very high level in serving our customers. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct.

Performance Evaluation

Managers and associates are strongly encouraged to discuss job performance and goals on an informal and frequent basis. Formal performance evaluations are typically conducted on an annual basis. Amazon or individual sites or departments may establish more frequent performance review periods. Performance evaluations become a part of your personnel file and may be used for future employment decisions and consideration such as transfers, promotions, compensation decisions, training, salary reviews, and corrective action.

Internal Transfers and Promotions

Employees may apply for a voluntary internal transfer at any time. Employees who are not currently meeting performance standards must obtain manager approval before interviewing. More information regarding the Internal Transfer process is available from your Human Resources Business Partner or on the intranet at: [Job Transfers](#)

At Amazon, we have two types of promotions: Career Development and Open Position. A Career Development Promotion occurs when there is an increase in an associate's current job level within the same job family (for example, a move from Financial Analyst to Sr. Financial Analyst). For an associate to be promoted, the manager (1) must justify the business need for that position to be one job level above the associate's current level; and (2) must show that the associate has demonstrated the skills and competencies needed to assume the responsibilities of the new position. Career Development Promotions are reviewed on a calendared cycle.

An Open Position Promotion can occur when an associate applies and is hired into an approved, budgeted, and posted position that is one job level higher than the associate's current level. All associates must use the Internal Transfer Process to apply. More information regarding the Promotion process is available from your Human Resources Business Partner or on the intranet at:

[Promotions](#)

Associates who are transferred or promoted to a new position sometimes receive a compensation adjustment to a level that is appropriate for the new position. A position change may also affect certain benefits (such as vacation accrual and benefit premiums), trading window restrictions, pay periods, and future pay increases or additional stock-based award grants.

Dealing with the Public

To ensure that Amazon follows all rules applying to a public company regarding disclosure of information, the company has designated certain associates to represent the company to the public. No other associate should speak with media representatives on Amazon's behalf, even to answer apparently innocuous questions. Press inquiries and requests for interviews or public appearances by Amazon should be forwarded to the Strategic Communications department at 206-266-7180 (or x6-7180 when dialing internally). Financial inquiries should be directed to the Investor Relations department at 206-266-2171 (or x6-2171 when dialing internally) or ir@amazon.com. It is extremely important that all questions directed to Amazon are forwarded to one of the above departments, who are the company's only designated spokespeople.

Associates must always comply with Amazon's Confidential Information policy (see below in this Owner's Manual) by not revealing, confirming or discussing confidential information without authorization. Nothing in the Owner's Manual prohibits non-supervisory employees' communications about wages, hours or working conditions.

Personnel Information and Records

The company maintains personnel records in personnel files, in payroll, and in several other forms (information stored electronically, etc.). The information the company maintains is needed by the company in conducting its business or is required by federal, state or local laws.

Personal Information: Human Resources should be notified promptly of any changes in name, residential address, home telephone number, marital status, name of beneficiary or dependents listed on your insurance policy, number of dependents for withholding tax purposes, or person to notify in case of an emergency. Most associates can make changes to this information by using our PeopleSoft self-service option located on the intranet at:

[PeoplePortal](#)

Associates who do not have access to the self-service option in PeopleSoft should notify Human Resources with such changes. Additionally, your manager will be provided with your home telephone number in the event he or she needs to contact you for business purposes.

Personnel files: Human Resources will maintain your personnel file. Your personnel file ordinarily will be made available to your manager and others with a need to know, such as a hiring manager if you apply for a new position internally. You may review your personnel file periodically, upon giving written request with reasonable notice to Human Resources. Personnel files are company property and may not be removed from company property. If you believe that certain materials in your personnel file are irrelevant, inaccurate, or obsolete, you may informally request their removal by speaking with HR or submit a written statement that may be included in your personnel file. You may also request copies of specific documents in your file. Seattle employees can contact the Employee Resource Center to schedule a time to review their file.

Resignation

If you decide to resign from your employment at Amazon, we request that you provide at least two (2) weeks' notice. This will give your manager the opportunity to adjust his or her plans with the least amount of interruption to company work schedules. We encourage associates who resign voluntarily to submit such resignation in writing, with the reason for resigning and the effective date stated.

Compensation

Compensation

Hiring, retaining, and motivating talented, versatile, and driven associates are critical success factors for Amazon. Towards this end, Amazon seeks to compensate associates relative to the nature and extent of their contribution to the company's success, their responsibility and commitment to the company, and their skill level, all as measured in the context of market comparables. Amazon views all forms of rewards provided to associates, including cash compensation, equity compensation, health and other benefits, as part of its total compensation package. If the company does well, associates will be well rewarded through their equity compensation, which is an important component of compensation over the long term.

In determining compensation for our associates, the company strives to attract and retain the best associates, reinforce ownership, emphasize performance and potential as a basis for rewards, recognize the need for global and flexible compensation approaches, and to filter our compensation decisions through our core values. Amazon's compensation philosophy is available from your Human Resources Business Partner or on the intranet at:

[Compensation Philosophy](#)

Pay Periods and Direct Deposit

Hourly associates are paid every other Friday. Hourly associates' workweek starts at 12 a.m. Sunday and ends at 11:59 p.m. Saturday. Salaried associates are paid either monthly or biweekly; however, in some locations, the pay frequency may vary. More information regarding hourly and salaried payroll periods is available from your Human Resources Business Partner or on the intranet at:

[US Pay FAQ](#)

Direct deposit of your paycheck into your bank account is available and encouraged. It is a fast, safe, and dependable way to put your money in the bank and, best of all, it is completely free. Your paycheck will be deposited into your bank account automatically every pay period. If interested, please fill out the appropriate form, which is available from your Human Resources Business Partner or through Employee Self-Service at:

<https://portal.adp.com/public/index.htm>

Payroll Deductions

Amazon is legally required to take certain deductions from every associate's compensation, including federal income taxes, state and local income taxes (where applicable), Social Security, and other mandatory withholdings. Associates are required to complete and change, as appropriate, a W-4 form indicating the number of allowances claimed for tax withholding purposes. In some cases Amazon may be required by law to make other deductions, such as garnishment and child support. The company will also deduct amounts authorized by an associate in accordance with the associate's benefit elections. Finally, at termination of employment, Amazon may also deduct from associates' last paychecks (where permissible) for items owed to the company, including but not limited to corporate credit card debt, negative vacation balance, lost equipment, or money owed to the company. If you have questions regarding payroll deductions, please contact your Human Resources Business Partner.

Overtime Pay

Only associates who do not qualify as exempt under federal or state law are eligible for overtime pay. Overtime must be approved in advance and will be paid at the rate of one and one-half times the associate's regular hourly rate of pay for all hours worked in excess of 40 hours during a workweek. Vacation, personal/sick, holiday or other paid time off hours are not considered "hours worked" in the calculation of overtime pay.

Travel Time Pay

From time to time, employees may be required to travel for work purposes. Non-exempt employees who are required to travel for work purposes are eligible for paid travel time in certain circumstances, consistent with applicable state and federal wage and hour laws. Travel time will be paid at the employee's regular hourly rate and will be used in overtime calculations. Non-exempt employees should refer to the [Working Hours \(Non-Exempt/Hourly\) Policy](#) for detailed information.

Exempt employees are not separately compensated for time spent traveling for business. More information regarding travel time pay is available from your HR Business Partner.

Benefits

Amazon offers a comprehensive benefits package, subject to eligibility requirements. The company reserves the right to alter, amend, or terminate the benefits it provides at any time, at the sole discretion of the company, with or without advance notice.

For more information about your benefits, visit the Benefits Enrollment Tool. From an Amazon computer or network, go to benefits.amazon.com. From any other computer or network, go to amazon.ehr.com. You can also call the Benefits Service Center with questions at 1-866-644-2696. The Benefits Enrollment Tool will be ready for you to view about three days after your start date.

Holidays

Information about Amazon holidays is found [here](#). All U.S. employees can review each individual holiday policy on the U.S. Employment Policies & Guidelines page on Inside Amazon, [here](#).

Please contact the [Employee Resource Center](#) (ERC) if you have questions.

You can review your time off balances by accessing ADP at mypay.amazon.com when on the Amazon network or portal.adp.com from any computer outside of the network.

Additional Paid Time Off

Vacation

Amazon believes that associates should earn and take vacation on a regular basis for their personal well-being and continued high performance. All regular associates working 20 or more hours per week accrue vacation during each pay period. Accrued vacation may be carried over from year to year up to 160 hours; there may be some limited exceptions for subsidiaries with legacy policies. Managers must approve vacation in advance.

For non-FC/CS employees working in California, and all A100 and Goodreads employees, please refer to the [CA PTO policy](#). Employees working at Fulfillment Centers or in Call Center Operations are excluded from CA PTO.

Paid Personal Time Off

Amazon will provide all regular associates who are expected to work more than 20 hours per week with paid personal time, to be used in the event of illness or other personal business. All regular associates who are expected to work 20 or more hours per week accrue paid personal time during each pay period, up to a maximum. The maximum amount is equal to the annual accrual corresponding to the associate's scheduled work hours. Accrued paid personal time off may not be carried over from year to year. Associates will lose their remaining paid personal time hours on December 31. In California, paid time off carries over per local law.

Some policies that apply only to Operations, FC or CS sites also exist. Check with your local HR team for other site-specific policies and processes or if you have any questions about any policies at Amazon.

For non-FC/CS employees working in California, and all A100 and Goodreads employees, please refer to the [CA PTO policy](#). Employees working at Fulfillment Centers or in Call Center Operations are excluded from CA PTO.

Bereavement Time Off

Amazon provides associates up to three days of paid time off to attend a funeral or grieve if an associate suffers a death of an immediate family member. Immediate family members include your spouse, domestic partner, children (including step and foster children), parents (including step and foster parents), parents-in-law, grandparents, brothers and sisters (including step siblings), or special circumstances outside these relationships.

Jury and Witness Duty Time Off

Amazon provides up to ten (10) additional days of paid time off to associates if they are required to serve on a jury or are subpoenaed as a witness in a civil or criminal court case if they provide advance notice of their scheduled appearance date and a copy of the summons to serve as a witness or juror. Any paid time off provided under this policy is in addition to the paid time off regularly accrued by eligible employees.

A complete overview of all the paid time off policies, including copies of each entire policy, is available from your Human Resources Business Partner or on the intranet at:

[Paid Time Off](#)

Leaves of Absence

Amazon recognizes that situations will arise that may require associates to be absent from work for extended periods of time. The company offers a variety of leaves of absences summarized below. An associate must apply for and Human Resources (or designated representative, i.e., MyLeave Services) must approve any leave request before it is authorized.

A complete overview of all the leave of absence policies, including copies of each entire policy and complete information on the effect of each type of leave on benefits and compensation, is available from your Human Resources representative, the Employee Resource Center or on the intranet at:

[Leave of Absence Policies](#)

Benefits during a Leave of Absence

Associates do not accrue vacation, holiday, or personal days while on an unpaid leave of absence, unless

required by regulation. Associates also will not be provided an annual grant of paid personal time if their leave of absence occurs when such grants are made; rather, associates will be provided their regular paid personal time grant upon their return to active work. Medical insurance coverage will typically remain in effect during the leave, although the associate may be required to pay the employee portion of the premium, the entire

premium amount, or become subject to COBRA coverage, depending on the type and duration of leave. Each complete leave policy provides information as to the effect of the leave on each type of benefit.

Family and Medical (FMLA) Leave

Eligible associates may qualify for a leave of absence under the Family and Medical Leave Act (FMLA). Amazon provides eligible associates who are unable to work due to the reasons listed below up to 12 work weeks of unpaid, job-protected leave in a 12-month period:

- birth and care of your newborn child or adoption/foster care placement of a child in your custody;
- your own serious health condition including sickness or disability associated with pregnancy and/or childbirth;
- to care for your spouse, qualified domestic partner, child, qualified child of a qualified domestic partner, or parent with a serious health condition;
- for qualifying exigencies arising out of the fact that your spouse, qualified domestic partner, child, qualified child of a qualified domestic partner, or parent is on active duty or called to active duty as a member of the U.S. National Guard or Reserves in support of a contingency operation.
- In addition, eligible associates may qualify for up to a total of 26 work weeks of unpaid, job-protected leave during a single 12-month period to care for:
- your spouse, qualified domestic partner, child, qualified child of a qualified domestic partner, parent, or next of kin who is a current member of the U.S. Armed Forces, including the National Guard or Reserves, with a serious injury or illness incurred in the line of duty.

During your FMLA leave, you will receive health insurance benefits. Intermittent leave or a reduced work schedule is also available if it is medically necessary because of your or your family member's serious health condition or for military exigency leave.

You may review the FMLA policy and your Rights And Responsibilities Under FMLA here:

[Leave of Absence Policies](#)

Medical Leave

If you are unable to work because of a medical condition affecting you and are not eligible for or have exhausted your leave entitlement under the Family and Medical Leave Act (FMLA), you may be eligible for a medical leave of absence. If you haven't received health benefits coverage for your medical condition during a prior FMLA leave, you're eligible to receive health insurance benefits until the end of the month following 12 weeks of leave.

Personal Leave

When you need time off, you ordinarily are expected to use paid personal time and vacation. Amazon may provide you an unpaid personal leave of absence when you need extended time off for personal reasons not covered under FMLA or medical leave. Prior to the start of your personal leave, you may elect to apply any or all of your accrued, unused vacation or paid personal time. Your manager or Human Resources representative also must approve any personal leave, and the company reserves the right to decline any request.

Military Leave

Amazon provides a military leave of absence to associates for military service, for training, and for examinations to determine an associate's fitness for military service in the regular Armed Forces, the Armed Forces Reserves, the National Guard, and the Commissioned Corps of the Public Health Service.

Company Personnel Policies

This section details some important company policies that concern your employment at Amazon. These policies help to define and clarify the company's expectation of you, and they help associates know what to expect from the company. If you have any questions about the policies presented in this handbook or about other employment policies, please feel free to contact the Human Resources department.

Alternative Work Arrangements

In considering any request for an alternative work arrangement, the company must balance the need to achieve business priorities and objectives with an associate's need to balance personal responsibilities and work demands. In general, an alternative work arrangement is a privilege that may be granted under appropriate circumstances to associates in good standing and whose job responsibilities are suited to such an arrangement. Amazon will evaluate requests for alternative work arrangements on a case-by-case basis and retains discretion to change or discontinue such arrangements at any time. If approved, an associate's compensation, benefits, and other stock-based awards may be affected.

Types of Alternative Work Arrangements

The following are types of alternative work arrangements that Amazon may consider for an associate. Except for part-time work arrangements, these alternative work arrangements do not change the associates' job expectations or the amount of time an associate is expected to contribute to his or her work for Amazon. Associates on any alternative work arrangement may still be required to work additional hours and work during scheduled time off as necessary to meet business objectives.

- **Flextime:** An arrangement that permits managers and associates to agree to starting and quitting times within guidelines established by department management. Regardless of the associate's flextime schedule, the associate must be present during department designated "core" hours. An example of such an arrangement would be when an associate regularly works 6 a.m.-3:30 p.m.
- **Compressed workweek:** An arrangement that allows associates to compress their regular working hours into fewer work days by working longer days for part of the workweek, in exchange for shorter days and/or days off each workweek.
- **Telecommuting:** An arrangement that allows an associate to work from home or an alternate work site, for all or part of the scheduled workweek, through a formal written agreement with their manager. See Amazon's Telecommuting policy for more information.
- **Part-Time Work Arrangement:** An arrangement that allows an associate to voluntarily work less than a full-time schedule. See Amazon's part-time work arrangements policy for more information.

The company may determine that some positions, departments, or sites may not be eligible to participate in alternative work arrangements unless it involves a reasonable accommodation of a disability or work-related injury or illness. For instance, alternative work arrangements are generally not available for positions in fulfillment or customer service centers unless it is medically necessary or requested by the company. Check with your Human Resources representative to determine if any alternative work arrangements are available for your position, department, or site.

Because telecommuting and part-time work arrangements typically involve more logistical planning and consideration, each of these alternative work arrangements are described in greater detail in their own [policy statement](#). [Flextime and compressed workweeks](#) are described more fully in the Alternative Work Arrangement Policy, which is available from your Human Resources representative or on the intranet at:

[Alternative Work Policy](#)

Code of Business Conduct and Ethics

In performing their job duties, Amazon employees should always act lawfully, ethically, and in the best interests of Amazon. To help employees understand and apply these principles, Amazon has developed the Code of Business Conduct and Ethics (the "Code of Conduct") which sets out basic guiding principles for all employees. All employees are expected to review the Code of Conduct and comply with its provisions.

Employees who a) have a question about the application of the Code of Conduct, b) believe that a violation of the Code of Conduct has or is about to occur, or c) are in doubt about how to properly act in a particular situation should promptly discuss the issue with their manager, anyone in their management chain or the Legal Department at (206) 266-1742. Employees may also raise questions or report suspected violations through the Amazon Ethics Line. Calls to the Ethics Line are answered by an independent third party and may be anonymous upon request. The Amazon Ethics Line may be accessed by dialing:

Country	Ethics Line Number
Australia	1-800-088-054
Brazil	0800-892-1581
Canada	877-781-2416
China (Beijing)	10-800-711-0538
China (Outside Beijing)	10-800-110-0523
Costa Rica	888-402-9003
Finland	0800-91-5573
Germany	0800 589 4314
Hong Kong	800-933-699
India	000 800 440 2115
Italy	800-788 2784
Japan	800-7465 7465
Singapore	800-110-1567
Luxembourg	00 800 7465 7465
Republic of Ireland	800-7465 7465
South Africa	0800-980-054
Spain	900 814 521
Sweden	201 605 949
United States	877 781 2416
United Kingdom	800-7465 7465

In the following countries, dial the Direct Access Number to connect with the AT&T network, then dial the Ethics Line Number.

Country	Direct Access Number	Ethics Line Number
Egypt (Cairo)	2510-0200	800-505-2951
Egypt (Outside Cairo)	02-2510-0200	800-505-2951
Morocco	002-11-0011	800-505-2951
Romania	0808-03-4288	800-505-2591

More information, including the entire Code of Business Conduct and Ethics, is available from your Human Resources representative and at the following links on the intranet:

- [Code of Business Conduct and Ethics](#)
- [Code of Conduct Frequently Asked Questions](#)
- [Gift Reporting Guidelines](#)
- [Gift Reporting Form](#)

Confidential Information

Customer information and proprietary information concerning the business of Amazon must be protected. Such confidential information or data is not to be discussed within the company or outside, except as the normal course of business makes necessary. Confidential information includes information about new products and services, transactions, financial data, ordering and shipping techniques, volume of shipments, lists of customers or suppliers, and any other proprietary information acquired through your employment with Amazon. The complete Confidential Information Guidelines and Policy is available from your Human Resources representative or on the intranet at:

[Confidential Information and NDA Guidelines Policy](#)

As a condition of your employment, you are required to sign an employee confidentiality agreement on or before your first day of employment. If, for some reason, you have not yet signed this agreement, please let your Human Resources representative know so that they may provide you with one to sign. This agreement grants Amazon exclusive rights to all proprietary information and inventions developed as a result of your employment with Amazon; requires you to maintain confidentiality of proprietary information; and restricts may restrict your ability to engage in competitive activities for 18 months after you discontinue employment with Amazon.

In some circumstances, the disclosure of employee information can create security or competitive risks. For these reasons, confidential employee information must be maintained with appropriate confidentiality. However, nothing in this policy prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions. For more information, see:

[Confidential Employee Information FAQ](#)

Cost Efficiency

One important factor in our long-term success will be our ability to keep costs low. Accordingly, we have developed guidelines for general spending and for travel and entertainment.

Purchasing and Spending Authorization

All associates should understand and contribute to the company's philosophy of spending money carefully and wisely. Spending should be done conservatively, with the overall goal of spending money only in order to increase the value to our customers. Associates should plan ahead as much as possible, and purchases should be approved in advance of being made. The complete Purchase and Spending Authorization policy is available from your Human Resources representative or on the intranet at:

[Spending and Transaction Policy](#)

Travel and Entertainment

Upon approval, associates will be reimbursed for reasonable travel, entertainment, and other expenses incurred in connection with company business. With manager approval, corporate credit cards may be issued to full-time regular associates strictly for business and travel purposes. Any associate who will travel or entertain for business purposes should review the complete Travel and Entertainment policy, which is available from your Human Resources representative or on the intranet at:

[Corporate Travel Policy](#)

Amazon Rental Vehicle Policy

The following is intended for all employees while driving in vehicles rented for use on behalf of Amazon. Renters must adhere to the conditions below and any violation of this policy may result in corrective action, up to and including termination of employment.

- Rental vehicles should be procured through Carlson Wagonlit with one of Amazon's preferred vendors: National/Enterprise or Avis.
- When operating a rental vehicle, Amazon employees are expected to behave as a reasonable person would under the same or similar circumstances.
- Vehicle operators must comply with Amazon's Drug & Alcohol Policy and all applicable laws when operating rental vehicles.
- Negligence or improper conduct leading to damage of the rental vehicles is prohibited. All vehicles must be maintained in accordance with the rental agencies' requirements.
- Any vehicle accident/injury must be reported immediately to Corporate Risk Management regardless of severity.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, is prohibited.
- Drivers must be approved Amazonian business renters. Drivers are responsible for ensuring that all passengers act in accordance with this Rental Vehicle Policy for Amazon business or personal use.

Please reference the following Inside pages to understand Amazon's rental car and corporate travel policies.

- [Rental Car](#)
- [Corporate Travel Policy](#)

Use this [Notice of Loss form](#) for reporting an auto accident.

Drug and Alcohol Use

Being under the influence of alcohol while at work or while engaged in work-related activities is prohibited. Alcohol may be served on company premises or at work-related events only when authorized by management. On such occasions, associates are expected to act responsibly, drink alcohol only in reasonable quantities, and make plans to avoid driving after drinking alcohol. The use or possession of illegal drugs or inappropriate use of prescription drugs while at work or engaged in work-related activities is also prohibited. Violation of this policy may lead to discipline, up to and including termination. Some departments, organizations, or sites may establish more detailed drug and alcohol policies, including policies pre-employment or other drug and alcohol testing. Some departments, organizations, or sites may prohibit alcohol at all company functions. Check with your Human Resources representative for local drug and alcohol policies.

Employees with Disabilities

Amazon complies with the Americans with Disabilities Act and applicable state and local laws prohibiting discrimination in employment based on a person's physical, mental or sensory disability. All employment practices, employment decisions, and activities are conducted on a non-discriminatory basis. Amazon also will provide reasonable accommodation for qualified individuals with a disability where medically necessary to perform one's job, except in cases in which the reasonable accommodation would create an undue hardship or a health or safety risk would exist.

If you have a disability that affects your ability to perform your job and you feel you need an accommodation, please contact your manager or Human Resources Business Partner. Amazon will work with you to determine

if a reasonable accommodation is necessary and appropriate. The company may request medical certification to verify the existence of a disability or work restrictions, to identify potential reasonable accommodations, or to determine any safety or health risks. In addition, Amazon may contact your healthcare provider(s) in appropriate situations. Amazon will treat information regarding your medical conditions and restrictions as confidential, except to the extent your manager or other individuals need to know about your medical situation to help with the reasonable accommodation process.

Employment Outside of Amazon

Amazon does not allow outside employment without written approval from your manager. Holding another job may adversely affect job performance, efficiency, and/or attendance. If an associate finds it necessary to seek outside employment, the associate must discuss this matter with his or her manager and gain written approval from a department vice president or fulfillment center general manager. Failure to obtain written approval to hold outside employment may be grounds for discipline, up to and including termination of employment. If approval is granted and your manager later determines that your outside employment conflicts with your performance or company interests, you will be requested to stop such activity immediately as a condition of continued employment. Some sites may permit outside employment for hourly associates during low volume cycles or as business interests dictate.

Employment of Relatives and Friends

Although preferential treatment in employment of relatives and friends is not permitted, we do encourage associates to refer qualified applicants for any open positions. To minimize the potential for actual or perceived conflicts, Amazon does prohibit direct or indirect supervisory relationships between relatives, except in unusual circumstances.

Employment References

It is Amazon's policy to provide prospective employers with only the dates of employment and positions held by former associates. An associate may also request that Amazon provide additional information regarding his or her work performance to prospective employers who request such information. Any associate who requests additional information beyond dates of employment and positions held must sign the authorization form attached to the policy before any information will be communicated to a prospective employer. Managers who receive requests for an employment reference must first confirm with Human Resources that an authorization form has been signed by the associate before providing a reference. The complete Employment Reference Policy and authorization form is available from your Human Resources representative or on the intranet at:

[Employment Reference Policy](#)

Equal Employment Opportunity

Amazon firmly believes in equal employment opportunity for all and the importance of each associate as an individual. It is the policy of Amazon that there will be no discrimination against any associate or applicant for employment on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities, or other legally protected status. This policy pertains to all personnel-related activities, including selection, hiring, benefits, work schedules, promotions, demotions, transfers, recruiting, advertising, reductions-in-force, terminations, and all forms of compensation and training. A strong commitment by each associate is necessary to ensure equal employment opportunity for all.

Any associate who believes that he or she has been discriminated against or has suffered from harassment or retaliation for reporting discrimination or harassment should report it to his or her manager, or to any member of management at Amazon, or to Human Resources. Upon receipt of the complaint, the company will conduct a prompt investigation and will take appropriate corrective action as may be warranted.

Amazon will not tolerate or permit any associate to suffer retaliation of any kind or to suffer any adverse employment action as a result of reporting an unlawful discrimination or harassment claim. Amazon will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Health and Safety

Amazon places a high value on the health and safety of its associates. As part of its commitment to providing a safe workplace for all associates, Amazon complies with all applicable regulations and has adopted a core safety policy that no task is so important that an associate must violate a safety rule or put themselves at risk of injury or illness in order to get it done. Ensuring a healthy and safe work environment is a responsibility that must be shared equally by each associate. Associates are encouraged to actively participate in identifying ways to maintain a safe and healthy workplace. All managers are responsible for the safety of their associates and are expected to monitor the workplace for unsafe conditions, procedures, or behaviors and take prompt action to eliminate any hazards.

Safety Programs and Training

Amazon has developed an extensive safety program that is regularly reviewed and improved. During their orientation, associates receive important information about safety procedures as appropriate for their site. Business groups or separate sites may develop and publish safety procedures, guidelines, or rules specific to their operations or site. The safety policy for our fulfillment centers, for instance, is available from your Human Resources representative or on the intranet at:

[Safety Policies](#)

Where appropriate, Amazon also provides regularly scheduled safety training that provides guidelines on safe work practices to minimize workplace hazards. Associates are expected to be aware and comply with general safety guidelines, as well as the policies and procedures that pertain to each work site, and to use safe equipment, proper protective equipment, and the proper tools that are appropriate for each job.

Reporting Accidents and Concerns about Workplace Safety

Associates are responsible to and should immediately report any accidents or unsafe work practices to their immediate manager, Safety manager, Human Resources, or any member of Global Security. In the event of a work-related accident that results in injury or illness, associates must immediately notify their manager, Human Resources, and Global Security. Such reports are necessary to comply with federal and state laws and to initiate insurance and workers' compensation benefits coverage for the associate's medical expenses and lost salary. Associates will be required to complete an "Employee Report of Incident" form and sign a copy of their "Supervisors Incident Investigation Report of Injury" form. These forms are available from your Human Resources representative or on the intranet at:

[Accident Reports](#)

No retaliation of any kind will be permitted or tolerated against an associate for making a workers' compensation claim or reporting unsafe work practices. If associates believe that they have been retaliated against, they should report this immediately to their manager or to their Human Resources Business Partner.

For more information regarding work place injuries, including state specifics, please follow the link below:

[Workers' Compensation Information](#)

Information Security

This is a summary of the Amazon Information Security Policy that sets forth the rules that associates must abide by as a condition of being provided access to the company's technology and information assets. The complete Information Security Policy and related policy documents address a wide variety of important, practical issues, including the use of instant messaging and handheld devices, protecting your passwords and the company's network, and other information security issues. You are strongly encouraged to review the complete Information Security Policy, which is available from your Human Resources representative or on the intranet at:

<https://policy.amazon.com>

[General Security Questions](#)

[Policy Specific Questions](#)

Privacy

All e-mail correspondence and other computer files created, stored, or transmitted on the company systems and all traffic generated on the company's network is the property of the company. While we will attempt to respect an associate's privacy, company management may access or monitor files, keystrokes, network traffic and communication channels as circumstances warrant. Associates are expected to exercise discretion and good judgment and to demonstrate respect for each other's privacy and for company confidential information. Associates should not access any data beyond what they need to get their job done. Access to data other than that in one's own home directory or a shared department directory should be performed only with the explicit permission of the owner of that directory or when instructed by a manager. Similarly, associates should not sign up for any business-related list whose content is not appropriate for their job.

Acceptable Use

The company provides some associates with computers and computer accounts for work-related purposes to perform job duties and to assist in intra-company communication. A computer account gives you access to the company's computer and e-mail systems, as well as access to the Internet. Associates may only access the company network from centrally-managed (through "SMS" or "cmf") computers that comply with the *Desktop/Laptop Security Policy* (see: https://infosec.amazon.com/?Computing_Devices). As a condition of this access, associates are expected to respect the obligations and responsibilities associated with having a company computer account. Associates are also responsible for ensuring that electronic communication is effective, ethical, and lawful. The use of abusive, offensive, or profane language is prohibited. Fraudulent and obscene messages, or harassment of any kind, are also prohibited. Please keep in mind that associates' activity on the Internet reflects on the company.

Protecting Data and Securing Access to the Company Network

Users are responsible for taking all steps to protect information and secure access to the company network, including the following:

- Passwords and Accounts
 - You are responsible for keeping your password private. Don't disclose your passwords to anybody.
 - Don't share your account (e.g., don't allow others use of your account).
- Email and Sharing

- Never forward your e-mail outside of the company (e.g., using a forward setting).
- Never store any company data on a computer system outside the administrative control of Amazon (e.g., your home computer). Certain applications (including POP e-mail clients, etc.) store data locally and thus must not be used on personal, non-Amazon-issued computers.
- Computing Devices and Network Access
 - Any new connection or change to the company network (the data network that connects all our locations) must be approved by both Information Security (<https://sword.amazon.com>) and Network Engineering (network-eng@amazon.com).
 - Never connect an unauthorized modem, wireless card or other network device to any Amazon computer or network.
 - Never download and install unauthorized software (including Java applets and ActiveX controls) on your system. Note: While there is not a single list of authorized software for all users, for the majority of users is recommended to only install software that is approved by IT Support (deskside@amazon.com).
- Customer Data and Security
 - Never circulate customer information in electronic form other than by customer or order id. If you escalate a problem, refer to order nnn-nnnnnnnn-nnnnnnnn or to customer number nnnnnnnn rather than to the purchase of "Item" by customer "CustomerName."
 - Always report unusual patterns in systems or network performance immediately (either to your department escalation point or to the IT operators at (206) 266-2187).
 - Always report a suspected security compromise immediately (see https://w.amazon.com/index.php/Infosec#Report_an_Information_Security_Incident)

Reporting Violations

Violations of the Information Security Policy must always be reported through a secure ticket to Information Security.

Violations should never be discussed with anyone outside Legal and Information Security unless approved by one of them.

[Secure Ticket to Information Security](#)

Insider Trading

Because Amazon is a public company, we are subject to a number of legal requirements, including a prohibition on insider trading. Federal law prohibits any of the company's employees, directors, or consultant's associates, directors, or consultants from trading in Amazon securities based on material, nonpublic information. This means that if you have material information that has not been disclosed to the public by the company, you may not buy, sell, or enter into any other type of transaction involving any Amazon securities, including Amazon common stock. You may not give material nonpublic information to friends or family members or to any other third parties; nor may you advise friends or family members or any other third parties to trade based on material nonpublic information. Certain associates and members of their households are also prohibited from trading in Amazon securities during certain periods each quarter, generally beginning on the first day of the last month of the company's fiscal quarter and ending on the third day following the

quarterly earnings announcement. In addition, there may be other periods that associates are prohibited from trading that the company will announce from time to time. Certain associates are also required to pre-clear all transactions involving Amazon securities with the legal department.

In addition to being against our policy, insider trading is against the law. The federal penalties for insider trading include large fines and jail time. Every associate should review and become familiar with Amazon's complete Insider Trading policy, which is available from your Human Resources representative or on the intranet at:

[Insider Trading Guidelines](#)

Physical Security

Badges and Other Important Information

Associates and other outsourced employees (contractors, vendors, etc.) must wear their ID/access badges in a visible manner at all times on company property and at company events. Visitors must check in with Security or Reception, be issued a visitor badge that should be worn in a visible manner, and be escorted while on company property. If associates see someone on company property without appropriate identification, they should either alert Security or ask the individual to show their identification.

Associates should also safeguard their access cards, codes, keys, passwords, computers, and other valuable property and equipment. Associates should not circumvent ordinary security systems or procedures and should report vulnerabilities to Amazon's security systems. Other specific expectations regarding security are available from your Human Resources representative or on the intranet at:

<http://globalsecurity.amazon.com/>

Workplace Emergency Response

Associates are expected to treat each other, contractors, customers, and visitors with courtesy and professionalism. Amazon will not tolerate violence, threats of violence, or other intentional or reckless conduct by anyone that harms or threatens the safety of associates or others. Any associate who observes or experiences conduct that violates this policy or any situation that has a potential risk of workplace violence, should immediately report it to a manager, Human Resources, Safety manager, or any member of Global Security. Global Security can be contacted 24-hours a day by calling (206) 740-SAFE (7233) or visit the [Business Assurance Center](#) page on Inside Amazon. **Emergencies and imminent threats of harm should be reported immediately to the police or other emergency personnel by dialing 911.**

The complete Workplace Emergency Response policy is available from your Human Resources representative or on the intranet at:

[Workplace Emergency Response](#)

Inspections on Company Premises

To provide a safe workplace and to protect associate and company property, the company reserves the right to conduct a search of any area on company premises. This includes an associate's office, workspace, or locker. The Company also reserves the right to inspect personal articles carried to or from Company premises. These articles may be accessed by authorized personnel of the Company, who may enter your office, workspace, or locker in order to do so. Typically, the Company will conduct searches on Company premises when it receives a report of or suspects a violation of the Company's Standards of Conduct; however, the Company reserves the right to inspect for any purpose. The Company also may use various electronic detection devices, such as walk-through or hand-held metal detectors. Refusal to permit the company to conduct the searches identified in this section may lead to disciplinary action, up to and including termination of employment.

Solicitation

The orderly and efficient operation of Amazon's business requires certain restrictions on solicitation of associates and the distribution of materials or information on company property. This includes solicitation via company bulletin boards or email or through other electronic communication media.

The following activities are prohibited:

- Solicitation of any kind by associates on company property during working time;
- Distribution of literature or materials of any type or description (other than as necessary in the course of your job) by associates in working areas at any time; and
- Solicitation of any type on company premises at any time by non-associates.

Examples of prohibited solicitation include the sale of merchandise, products, or services (except as allowed on forsale@Amazon alias), soliciting for financial contributions, memberships, subscriptions, and signatures on petitions, or distributing advertisements or other commercial materials.

The only exceptions to this policy are communications for company-sponsored activities or benefits, or for company-approved charitable causes, or other specific exceptions formally approved by the company. All communications under these exceptions must also have prior approval of Human Resources. Violation of this policy may result in immediate disciplinary action, up to and including termination of employment.

Transitional Work

In the event you are temporarily unable to perform your job due to a work-related injury or occupational disease, we hope to assist you in obtaining proper treatment and returning you to your regular job as soon as possible. If you are unable to immediately return to your regular job, we will attempt to return you to temporary transitional work if it is consistent with your medical restrictions and consistent with Amazon's business needs. This policy outlines the procedures for notifying the Company concerning your condition to assist in your return to work. By this joint effort, Amazon hopes to help associates recover at a rapid rate, retain productive value, and reduce unnecessary medical costs. The complete Transitional Work Policy is available from your Human Resources representative or on the intranet at:

[Transitional Work Policy](#)

Workplace Harassment

At Amazon, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during business trips, business meetings or business-related social events. This policy applies to the conduct of all Amazon associates as well to the conduct by or toward non-employees involved in our business, such as subcontractors, consultants, clients, customers or vendors. This policy is intended to be consistent with federal and state laws prohibiting discriminatory harassment in the workplace.

Sexual Harassment

One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate; or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job.

Examples of sexual harassment include, but are not limited to:

- requests or demands of sexual favors in exchange for favorable or preferential treatment;
- sexual jokes or use of sexually explicit language;
- unwelcome or unwanted physical contact;

- sexually degrading words used to describe an individual;
- sexual comments injected into business communications;
- the communication of sexually offensive material via electronic mail or voice mail;
- graphic verbal comments about an individual's body;
- physical or verbal abuse of a sexual nature;
- unwelcome sexual flirtations, advances, or propositions; and
- downloading, circulating, or displaying in the workplace, sexually suggestive objects and/or pictures, including such material from the Internet.

Other Harassment

Workplace harassment prohibited under this policy is not limited to sexual harassment. Statements or actions that offend or demean an individual based on his/her race, religion, creed, color, national origin, citizenship, marital status, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities are also inappropriate and are strictly prohibited.

Work-Related Exposure to Potentially Offensive Materials

In many areas of our business, we create, market and distribute products and programming that is adult themed, sexually explicit, or includes images and speech related to personal characteristics such as race, religion, sexual orientation, gender, gender identity, national origin, disability, and age. Associates may be exposed to materials that some may consider offensive. While this exposure is often unavoidable in our work environment, harassing conduct directed at someone because of any protected personal characteristic is strictly prohibited. Associates should discuss any concerns about the nature of our business or their work environment with their supervisor, a department manager, or Human Resources.

Consensual Relationships

At times, consensual, romantic and/or sexual relationships between co-workers may occur. When such a relationship is between an associate who has supervisory authority and one who does not, an actual or perceived conflict of interest may exist. Therefore, these situations should be avoided. If such relationships arise, they will be considered carefully by Amazon, and appropriate action will be taken. Such action may include a change in the responsibilities of the individuals involved, re-assignment or transfer of location within the Company, or termination of employment.

Additional information for the Fulfillment Center and Customer Service location is available here:

[Consensual Relationship Policy](#)

Responding to Inappropriate Conduct or Possible Incidents of Harassment

All associates, regardless of position, are responsible for ensuring that our workplace is free from offensive behavior and harassment. Associates who observe or experience inappropriate or harassing conduct in the workplace by anyone, including supervisors, coworkers, customers, or visitors, may advise the offender that their behavior is unwelcome and request that it stop. In addition, associates who encounter such behavior should report it immediately to their supervisor, to a department manager, or to a Human Resources Business Partner. It is important that associates feel comfortable reporting such incidents; therefore, no retaliation of any kind will be permitted or tolerated against an associate for reporting a suspected incident of harassment. If associates believe that they have been retaliated against for making a good faith complaint of harassment or discrimination, they should report this immediately to their supervisor, a department manager or to a Human Resources Business Partner. You can locate your appropriate Human Resources Business Partner through the following link on the intranet:

<https://contactstool.amazon.com/>

Amazon will promptly investigate any reports of workplace harassment or inappropriate conduct and will enforce appropriate disciplinary action where necessary. To the extent possible, the associate's privacy, and that of any witnesses, as well as of the alleged harasser, will be protected against disclosure, except as necessary to conduct the investigation.

Prompt, corrective action will be taken when appropriate. This action may include disciplinary action such as a warning, reprimand, reassignment, temporary suspension with or without pay, or termination of employment, as Amazon believes appropriate under the circumstances. False complaints of harassment, discrimination, or retaliation that are not made in good faith may be the subject of similar appropriate disciplinary action.

Appendix - Standards of Conduct

Standards of Conduct

The Standards of Conduct are a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines; it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct. Employment with Amazon is at the mutual consent of Amazon and the associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Category 1

The following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense:

- Disrespect or rudeness to an Amazon customer
- Theft or inappropriate removal or possession of property
- Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates
- Making unauthorized statements on behalf of the company to the press or in any public forum (as only the company's authorized spokespersons may make authorized statements)
- Use or possession of dangerous or unauthorized materials such as hazardous chemicals or explosives, or use or possession of firearms, knives, explosive devices of any kind, or weapons of any kind
- Violation of the company's Health and Safety policy including possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or on breaks, or while operating employer-owned or leased vehicles or equipment
- Fighting or threatening violence in the workplace
- Gross misconduct
- Gross negligence
- Sexual or other unlawful or unwelcome harassment
- Making, publishing, or repeating knowingly or maliciously false statements concerning an associate, the company, or its products
- Discriminating against a fellow associate or prospective associate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity^[1], veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities or other legally protected status
- Negligence or improper conduct leading to damage of employer-owned, employer-leased, or customer-owned property

- Insubordination or intentional disregard of instructions
- Falsification of personnel or other company documents/records, including employment application
- Unauthorized removal of company documents
- Unauthorized disclosure of business "secrets" or confidential information
- Intentionally making entries on another associate's time card/sheet, or falsely altering a timekeeping document
- Leaving company premises without permission during assigned work hours (unpaid meal periods are not "work hours" for purposes of this policy)
- Failure to fully cooperate with company investigations (except for questions regarding labor organizations or protected concerted activity)
- Violation of safety policies, procedures, standards, regulations or laws
- Creating a hazardous or dangerous situation
- Engaging in any conduct that places the health and safety of any person at risk
- Violation of personnel policies

Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor
- Failure to adhere to starting time, quitting time, or break time policies, or wasting time
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

[1] Updated on 12.30.08 (EEO, Workplace Harassment, Other Harassment, Category 1 discrimination)

EXHIBIT P



(b) (6), (b) (7)(C) /2018

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C) :

This letter confirms that the date of involuntary termination of your employment with Amazon.com.dedc, LLC is (b) (6), (b) (7)(C) 2018.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources

(b) (6), (b) (7)(C)

From: [Brandner, Kurt](#)
To: ["michael.lignowski@morganlewis.com"](mailto:michael.lignowski@morganlewis.com)
Subject: Amazon Case 10-CA-216313 Follow-Up
Date: Wednesday, April 25, 2018 3:25:00 PM

Hello Mr. Lignowski,

I am writing to request that the Employer provide evidence of comparable terminations for the above-listed case. The position statement states that 190 other employees were terminated after depleting their unpaid leave time banks. Could you please provide (at least a few) examples of these comparable terminations? It would be especially helpful if there were examples of other employees who were terminated after going a single hour into negative time.

If possible, please provide this information by this Friday, April 27, 2018.

Thank you,
Kurt Brandner

Kurt Brandner
Board Agent
National Labor Relations Board
Region 10, Atlanta, GA
Office: 470.343.7491
Cell: 202.701.4635

From: [Brandner, Kurt](#)
To: ["marina.gruber@morganlewis.com"](#); ["michael.lignowski@morganlewis.com"](#)
Subject: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel
Date: Monday, April 30, 2018 2:53:00 PM

Hello Ms. Gruber and Mr. Lignowski,

After reviewing the Employer's position statement and the appeals policy document, the Region has a few additional questions of the appeals process panel. Specifically, a few questions were raised regarding the final paragraph from the appeals policy document.

Appeals Panels may always communicate ideas they have regarding ways in which policies can be improved, better communicated, or more consistently applied. The Facilitator has the responsibility to follow up on Panel recommendations and report the status back to the Panelists within thirty (30) days of the meeting.

Please respond to the following regarding the above paragraph:

1. In the past three years, what specific recommendations/suggestions have panels made to the Employer through the facilitator as part of the appeals panel process? How were these recommendations/suggestions communicated to the facilitator?
2. What does the facilitator do to "follow-up" on these suggestions?
3. What were the Employer's responses? How were they communicated?

If possible, please respond to the following requests by Thursday, April 3, 2018. Please let me know if you have any questions or concerns regarding the evidence request.

Thank you,
Kurt Brandner

Kurt Brandner
Board Agent
National Labor Relations Board
Region 10, Atlanta, GA
Office: 470.343.7491
Cell: 202.701.4635

From: Gruber, Marina C.
To: Brandner, Kurt
Cc: Lignowski, Michael E.
Subject: RE: Amazon Case 10-CA-216313 Follow-Up
Date: Friday, April 27, 2018 4:19:27 PM

Mr. Brandner:

Please see the chart below for a list of 10 comparator terminations in the past two months. All these employees were terminated for final instances of depletion of their UPT banks.

Employee Name	Ending UPT Balance	Date of Final Incident	Description of Final Incident	Date of Termination
(b) (6), (b) (7)(C)	-2 00	(b) (6) /2018	Associate was at 2 hours of UPT and was absent for shift on (b) (6) /2018. This resulted in -2.00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-3 00	(b) (6) /2018	Associate was at 1 hour of UPT and was absent for shift on (b) (6) /2018. This resulted in -3.00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-3 00	(b) (6) /2018	Associate was at 1 hour of UPT and was absent for shift on (b) (6) /2018. This resulted in -3.00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-3 00	(b) (6) /2018	Associate was at 1 hour of UPT and was absent for shift on (b) (6) /2018. This resulted in -3.00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-1 00	(b) (6) /2018	Associate was at 0 hours of UPT and was late for shift on (b) (6) /2018. This resulted in -1.00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-8 00	(b) (6) /2018	Associate was at 0 hours of UPT and was absent for shift on (b) (6) /2018. This resulted in -8 00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-2 00	(b) (6) /2018	Associate was at 2 hours of UPT and was absent for shift on (b) (6) /2018. This resulted in -2 00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-1 00	(b) (6) /2018	Associate was at 0 hours of UPT and was late for shift on (b) (6) /2018. This resulted in -1 00 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-1 50	(b) (6) /2018	Associate was at 2.10 hours of UPT and was absent for shift on (b) (6) /2018. This resulted in -1.50 UPT balance.	(b) (6) /2018
(b) (6), (b) (7)(C)	-1 00	(b) (6) /2018	Associate was at 3 hours of UPT and was absent for shift on (b) (6) /2018. This resulted in -1.00 UPT balance.	(b) (6) /2018

If you require any additional information concerning these terminations, or any other information to assist the Board, please feel free to contact me or Mike Lignowski to discuss.

Thank you,
Marina

Marina C. Gruber
Morgan, Lewis & Bockius LLP
1400 Page Mill Road | Palo Alto, CA 94304
Direct: +1.650.843.7587 | Main: +1.650.843.4000 | Fax: +1.650.843.4001
marina.gruber@morganlewis.com | www.morganlewis.com
Assistant: (b) (6), (b) (7)(C) @morganlewis.com

From: Brandner, Kurt <Kurt.Brandner@nlrb.gov>
Date: Wednesday, Apr 25, 2018, 3:25 PM
To: Lignowski, Michael E <michael.lignowski@morganlewis.com>
Subject: Amazon Case 10-CA-216313 Follow-Up

[EXTERNAL EMAIL]
Hello Mr. Lignowski,

I am writing to request that the Employer provide evidence of comparable terminations for the above-listed case. The position statement states that 190 other employees were terminated after depleting their unpaid leave time banks. Could you please provide (at least a few) examples of these comparable terminations? It would be especially helpful if there were examples of other employees who were terminated after going a single hour into negative time.

If possible, please provide this information by this Friday, April 27, 2018.

Thank you,
Kurt Brandner

Kurt Brandner
Board Agent
National Labor Relations Board
Region 10, Atlanta, GA
Office: 470.343.7491
Cell: 202.701.4635

DISCLAIMER
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communication in error, please notify us immediately by
e-mail and delete the original message

From: [Brandner, Kurt](#)
To: ["Gruber, Marina C."](#)
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel
Date: Friday, May 4, 2018 12:58:00 PM

Hi Marina,

I wanted to follow up on our conversation yesterday. In light of the lack of evidence from the East Point distribution center, could the Employer provide responses to the requested information using information gathered from other facilities? Also, could the Employer clarify the meaning of the final paragraph from the appeals policy? Specifically, could the Employer explain in detail what the recommendation, follow-up, and answer process entails?

Thank you,
Kurt Brandner

From: Gruber, Marina C. [mailto:marina.gruber@morganlewis.com]
Sent: Wednesday, May 02, 2018 6:17 PM
To: Brandner, Kurt <Kurt.Brandner@nrlb.gov>
Cc: Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

Hello Kurt,

I have been able to gather some additional information on the appeals process.

Do you have a few moments tomorrow to discuss?

We are available between 11:00 AM – 12:00 PM ET, 1:30 PM ET – 3:00 PM ET.

Thank you,
Marina

Marina C. Gruber

Morgan, Lewis & Bockius LLP

1400 Page Mill Road | Palo Alto, CA 94304

Direct: +1.650.843.7587 | Main: +1.650.843.4000 | Fax: +1.650.843.4001

marina.gruber@morganlewis.com | www.morganlewis.com

Assistant: (b) (6), (b) (7)(C) [@morganlewis.com](mailto: @morganlewis.com)

From: Brandner, Kurt <Kurt.Brandner@nrlb.gov>
Sent: Monday, April 30, 2018 11:53 AM
To: Gruber, Marina C. <marina.gruber@morganlewis.com>; Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

[EXTERNAL EMAIL]

Hello Ms. Gruber and Mr. Lignowski,

After reviewing the Employer's position statement and the appeals policy document, the Region has a few additional questions of the appeals process panel. Specifically, a few questions were raised regarding the final paragraph from the appeals policy document.

Appeals Panels may always communicate ideas they have regarding ways in which policies can be improved, better communicated, or more consistently applied. The Facilitator has the responsibility to follow up on Panel recommendations and report the status back to the Panelists within thirty (30) days of the meeting.

Please respond to the following regarding the above paragraph:

1. In the past three years, what specific recommendations/suggestions have panels made to the Employer through the facilitator as part of the appeals panel process? How were these recommendations/suggestions communicated to the facilitator?
2. What does the facilitator do to "follow-up" on these suggestions?
3. What were the Employer's responses? How were they communicated?

If possible, please respond to the following requests by Thursday, April 3, 2018. Please let me know if you have any questions or concerns regarding the evidence request.

Thank you,
Kurt Brandner

Kurt Brandner
Board Agent
National Labor Relations Board
Region 10, Atlanta, GA
Office: 470.343.7491
Cell: 202.701.4635

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From: [Gruber, Marina C.](#)
To: [Brandner, Kurt](#)
Cc: [Lignowski, Michael E.](#)
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel
Date: Friday, May 11, 2018 1:01:37 PM

Mr. Brandner:

Amazon is working to gather additional information in response to the Region's request, but the process is extremely burdensome as the information you are requesting is not centrally stored and requires facility-level investigation.

I am working on getting some additional information for you today, but it might be early next week that I have information concerning other facilities.

Thank you,
Marina

Marina C. Gruber

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marina.gruber@morganlewis.com | www.morganlewis.com

Assistant: (b) (6), (b) (7)(C) @morganlewis.com

From: Brandner, Kurt <Kurt.Brandner@nlrb.gov>
Sent: Thursday, May 10, 2018 6:45 AM
To: Gruber, Marina C. <marina.gruber@morganlewis.com>; Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

[EXTERNAL EMAIL]
Hello Ms. Gruber,

If I do not receive a response to the inquiry below by tomorrow, Friday, May 11, 2018, then the Region will be forced to make determinations regarding the allegations in this case based on the evidence that has been provided.

Thank you,
Kurt Brandner

From: Brandner, Kurt
Sent: Friday, May 04, 2018 12:58 PM
To: 'Gruber, Marina C.' <marina.gruber@morganlewis.com>
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

Hi Marina,

I wanted to follow up on our conversation yesterday. In light of the lack of evidence from the East Point distribution center, could the Employer provide responses to the requested information using information gathered from other facilities? Also, could the Employer clarify the meaning of the final paragraph from the appeals policy? Specifically, could the Employer explain in detail what the recommendation, follow-up, and answer process entails?

Thank you,
Kurt Brandner

From: Gruber, Marina C. [<mailto:marina.gruber@morganlewis.com>]
Sent: Wednesday, May 02, 2018 6:17 PM
To: Brandner, Kurt <Kurt.Brandner@nrlb.gov>
Cc: Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

Hello Kurt,

I have been able to gather some additional information on the appeals process.

Do you have a few moments tomorrow to discuss?

We are available between 11:00 AM – 12:00 PM ET, 1:30 PM ET – 3:00 PM ET.

Thank you,
Marina

Marina C. Gruber
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marina.gruber@morganlewis.com | www.morganlewis.com
Assistant: (b) (6), (b) (7)(C) @morganlewis.com

From: Brandner, Kurt <Kurt.Brandner@nrlb.gov>
Sent: Monday, April 30, 2018 11:53 AM
To: Gruber, Marina C. <marina.gruber@morganlewis.com>; Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

[EXTERNAL EMAIL]
Hello Ms. Gruber and Mr. Lignowski,

After reviewing the Employer's position statement and the appeals policy document, the Region has a few additional questions of the appeals process panel. Specifically, a few questions were raised regarding the final paragraph from the appeals policy document.

Appeals Panels may always communicate ideas they have regarding ways in which policies can be improved, better communicated, or more consistently applied. The Facilitator has the responsibility to follow up on Panel recommendations and report the status back to the Panelists within thirty (30) days of the meeting.

Please respond to the following regarding the above paragraph:

1. In the past three years, what specific recommendations/suggestions have panels made to the Employer through the facilitator as part of the appeals panel process? How were these recommendations/suggestions communicated to the facilitator?
2. What does the facilitator do to “follow-up” on these suggestions?
3. What were the Employer’s responses? How were they communicated?

If possible, please respond to the following requests by Thursday, April 3, 2018. Please let me know if you have any questions or concerns regarding the evidence request.

Thank you,
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From: [Gruber, Marina C.](#)
To: [Brandner, Kurt](#)
Cc: [Lignowski, Michael E.](#)
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel
Date: Thursday, May 17, 2018 3:44:38 PM

Hello Mr. Brandner:

In response to your inquiry below, I have been attempting to gather additional information. However, Amazon has more than 400 facilities within the United States, and the appeals process is handled on a facility-by-facility basis and obtaining information on the appeals process's implementation at any given facility is burdensome and not relevant to the charge filed by (b) (6), (b) (7)(C) concerning (b) (6) employment at ATL6.

For these reasons, Amazon is not prepared at this time to engage in the expensive and time-consuming task of gathering additional information concerning the appeals process at facilities other than ATL6.

Please let me know if there are any other questions you may concerning the pending charge.

Thank you,
Marina

Marina C. Gruber

Morgan, Lewis & Bockius LLP

1400 Page Mill Road | Palo Alto, CA 94304

Direct: +1.650.843.7587 | Main: +1.650.843.4000 | Fax: +1.650.843.4001

marina.gruber@morganlewis.com | www.morganlewis.com

Assistant: (b) (6), (b) (7)(C) @morganlewis.com

From: Brandner, Kurt <Kurt.Brandner@nrlb.gov>
Sent: Monday, May 14, 2018 6:18 AM
To: Gruber, Marina C. <marina.gruber@morganlewis.com>
Cc: Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

[EXTERNAL EMAIL]

Hi Ms. Gruber,

I just wanted to check in and see if you had an estimation of when you would be sending this information.

Thanks,
Kurt

From: Gruber, Marina C. [<mailto:marina.gruber@morganlewis.com>]
Sent: Friday, May 11, 2018 1:01 PM
To: Brandner, Kurt <Kurt.Brandner@nrlb.gov>

Cc: Lignowski, Michael E. <michael.lignowski@morganlewis.com>

Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

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Sent: Thursday, May 10, 2018 6:45 AM

To: Gruber, Marina C. <marina.gruber@morganlewis.com>; Lignowski, Michael E. <michael.lignowski@morganlewis.com>

Subject: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

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Sent: Wednesday, May 02, 2018 6:17 PM
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Cc: Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: RE: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

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Assistant: (b) (6), (b) (7)(C) @morganlewis.com

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Sent: Monday, April 30, 2018 11:53 AM
To: Gruber, Marina C. <marina.gruber@morganlewis.com>; Lignowski, Michael E. <michael.lignowski@morganlewis.com>
Subject: Amazon. com Case 10-CA-216313 - Follow-Up Questions Regarding Appeals Policy Panel

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3. What were the Employer’s responses? How were they communicated?

If possible, please respond to the following requests by Thursday, April 3, 2018. Please let me know if you have any questions or concerns regarding the evidence request.

Thank you,
Kurt Brandner

Kurt Brandner
Board Agent
National Labor Relations Board
Region 10, Atlanta, GA
Office: 470.343.7491
Cell: 202.701.4635

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 10
233 Peachtree St NE
Harris Tower Ste 1000
Atlanta, GA 30303-1504

Agency Website: www.nlrb.gov
Telephone: (404)331-2896
Fax: (404)331-2858

May 31, 2018

(b) (6), (b) (7)(C)

Re: Amazon.com
Case 10-CA-216313

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that Amazon.com has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

Your charge alleges that the Employer discriminated against you by assigning you to scan packages and discharged you because you engaged in protected concerted activities. The investigation revealed that the Employer was aware of your protected concerted activities related to safety concerns. Nevertheless, the probative evidence established that you were assigned to scan packages based on the demands of the Employer's business, and that this type of work was routinely assigned to employees in your classification. Furthermore, the investigation disclosed that the Employer, although aware of your protected concerted activities, discharged you when you exceeded the number of absences it allowed under its attendance policy. There was no evidence presented or disclosed by the investigation to establish disparate treatment. Accordingly, the Employer established that it would have assigned you to scan packages and discharged you for attendance regardless of any protected concerted activity.

With regard to your allegation that the Employer discriminated against you because of Union activity, the evidence failed to disclose that you engaged in any activities in support of a labor organization.

You further alleged that the Employer maintained an unlawful rule that required you to utilize its appeals process, rather than the open door policy. This rule does not interfere with any Section 7 rights, and therefore does not violate the National Labor Relations Act. Moreover, there was insufficient probative evidence to establish that the Employer discriminated against you by providing the opportunity to appeal the discharge decision to its appeal panel. The investigation established that the Employer's offer to allow you to appeal your discharge was consistent with its treatment of other employees seeking to appeal a disciplinary action. There was no evidence that the Employer retaliated against you by requiring that you use the appeals panel policy instead of the open door policy to contest your appeal.

Finally, with regard to the allegation that the Employer's appeal panel process violates the Act, the investigation disclosed no evidence that the Employer provided unlawful assistance

and support to, or unlawfully dominated the operations of a labor organization. The probative evidence failed to establish that the Employer's appeals panel policy, on its face, created an unlawful Employer dominated labor organization, as there was no evidence that the appeals panel "deals with" the Employer over mandatory subjects of bargaining.

Under these circumstances, the evidence is insufficient to establish any violation of Sections 8(a)(1), 8(a)(2) or 8(a)(3) of the Act as alleged. Accordingly, I am, therefore, refusing to issue complaint in this matter.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

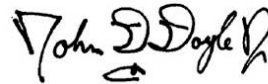
Appeal Due Date: The appeal is due on **June 14, 2018**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than June 13, 2018. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before June 14, 2018**. The request may be filed electronically through the *E-File Documents* link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after June 14, 2018, **even if it is**

postmarked or given to the delivery service before the due date. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

A handwritten signature in black ink, appearing to read "John D. Doyle, Jr.", with a stylized flourish at the end.

JOHN D. DOYLE, JR.
Regional Director

Enclosure

cc: Michael E. Lignowski, Attorney at Law
Joseph C. Ragaglia, Attorney
Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

Amazon.com
P.O. Box 80726
Seattle, WA 98108-0726

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)